City Commission Regular Meeting
Tuesday, May 13, 2025 at 6:30 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

A Police Department Chaplain will give the invocation. Mayor Fred E. Cleveland will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: National Public Works Week

4.B Proclamation: ALS Awareness Month

4.C Presentation of awards to winners of Mayor's Fitness Challenge

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

In accordance with Resolution No. 09-23, citizens are provided the opportunity to address the City Commission regarding any topic, for up to three minutes.

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission workshop and regular meeting minutes from held on Thursday, April 17, 2025, and Tuesday, April 22, 2025.

7.B Resolution No. 07-25: Consider the adoption of a resolution, which if adopted, would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the construction of a "No Wake Zone" near Yacht Club Island in the Intracoastal Waterway (ICW).

7.C Resolution No. 12-25: Consider the adoption of a Resolution, which if adopted, would approve the FDOT Grant offer for a Public Transportation Grant Agreement (PTGA). PTGA No. 444881-1-94-01 for the design and construction of a T-Hangar Rehabilitation.

7.D Consider the approval of the renewal of the Emergency Debris Hauling & Disposal.

7.E Consider the approval of the renewal of the Emergency Debris Monitoring Agreements.

7.F Consider the approval to apply for a Community Development Block Grant (CDBG) competitive grant with the County of Volusia for stormwater improvements to the Historic Westside.

7.G Consider the approval of a renewal of the contract with the Volusia County School Board for a full-time police officer at the New Smyrna Beach Middle School and New Smyrna Beach High School for FY25-26.

7.H Consider the approval of award to Newkirk Engineering for CEI Services for Washington Street Roadway Improvement Project

7.I Consider the approval of the purchase of lights and install with Musco Lighting through a Sourcewell Contract for the Paige Pickleball Court Facility.

7.J Consider the award of bid to Greg Reynolds Construction LLC for, ITB 10-25-

AIR, American Aero Services Building Renovation.

7.K Consider the approval of the purchase of lights and install with Musco Lighting through a Sourcewell Contract for the Sports Complex, Rocco Park, and the Skate Park.

7.L Consider the approval of purchasing additional License Plate Readers, equipment and software utilizing the Flock Group, Inc., Contract.

7.M Consider the approval of a Cooperative Service Agreement between the City of New Smyrna Beach Airport and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHS) Wildlife Services (WS) for Wildlife Mitigation and authorize the Airport Director to execute the document on behalf of the City.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to review and consider the approval of a Special Exception to allow a boat and RV storage facility to operate in the B-3 zoning district, located at 666 Dora Street.

10. PUBLIC HEARINGS

10.A Ordinance No. 21-25: Conduct a Second Reading and Public Hearing, which if adopted, would amend Land Development Regulation, Section 504.02, to remove the homestead requirement for Wedding Venues and add fire safety requirements pursuant to agritourism in the A-2, Agriculture Zoning District.

10.B Ordinance No. 51 -24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would rezone approximately 1,618 acres of land located south of State Road 44 and west of I-95, known as the Deering Park Innovation Center (DPIC), to Planned Unit Development (PUD) from the current zoning classifications of A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C).

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 22-25: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 18.18 + acres of land located on Paige Avenue.

11.B Ordinance No. 23-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing, would propose a Small-Scale Comprehensive Plan amendment for property located on Paige Avenue, changing the Future Land Use category to Conservation as part of an overall annexation application.

11.C Ordinance No. 24-25: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Hearing, would rezone approximately 18.18 + acres of land located on Paige Avenue to Conservation as part of an overall annexation application.

11.D Ordinance No. 25-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 17.5 +/- acres of land located at 2350 Paige Avenue.

11.E Ordinance No. 26-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Public Hearing would propose a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Conservation for property located at 2350 Paige Avenue as part of an overall annexation application.

11.F Ordinance No. 27-25: Conduct a First Reading of an ordinance, which if adopted upon the Second Reading and Quasi-Judicial Hearing, would rezone approximately 17.5 + acres of land located at 2350 Paige Avenue to City Conservation as part of an overall annexation application.

11.G Ordinance No. 28-25: Authorizing the Utilities Commission, City of New Smyrna Beach to Issuance up to $130 million in Utilities System Revenue Certificates (Bonds).

12. BOARDS AND COMMISSIONS

12.A Board Notice: The Personnel Board has five (5) seats available for reappointment which are set to expire on May 1, 2025.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Legislative Update

16. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office in person or by mail at 210 Sams Avenue, New Smyrna Beach, Florida 32168, (386) 410-2630, prior to the meeting.

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

PROCLAMATION: NATIONAL PUBLIC WORKS WEEK

May 13, 2025

Background:
Mayor Fred E. Cleveland will present a proclamation recognizing National Public Works Week.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

Public Works Week_City_of_New_Smyrna_Beach.pdf

City of New Smyrna Beach
Proclamation
In Recognition of
National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of New Smyrna Beach; and,

WHEREAS these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS it is in the public interest for the citizens, civic leaders, and children in New Smyrna Beach to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, **Fred E. Cleveland**, Mayor of the City of **New Smyrna Beach**, do hereby designate the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of May 2025.

ATTEST

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
Interim City Clerk

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

PROCLAMATION: ALS AWARENESS MONTH

May 13, 2025

Background:
The City Commission will present a proclamation recognizing May as ALS month.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

May ALS Awareness Month.pdf

City of New Smyrna Beach
Proclamation Recognizing
May as
ALS Awareness

WHEREAS, amyotrophic lateral sclerosis (ALS), also known as Lou Gehrig's disease, is a progressive and fatal neurodegenerative condition that causes the brain to lose its connection with the muscles, leading to the gradual loss of the ability to walk, talk, eat, and, ultimately, breathe; and

WHEREAS, thousands of new ALS cases are reported annually, with estimates showing that every 90 minutes, someone is diagnosed with ALS and someone else passes away from this devastating disease; and

WHEREAS, the average life expectancy for individuals diagnosed with ALS is just two to five years from the time of diagnosis; and despite significant research efforts, the exact causes of ALS remain unknown, and there is currently no cure; and

WHEREAS, individuals who have served in the military are at a higher risk of developing ALS and dying from the disease than those without military service; and ensuring access to new therapies, durable medical equipment, and communication technologies is critical for improving the quality of life for those living with ALS; and

WHEREAS, clinical trials play a pivotal role in advancing treatments, enhancing the quality of life, and developing assistive technologies for those affected by ALS; and the ALS Association is the largest global philanthropic funder of ALS research, having committed more than $154 million to support over 550 research projects across the United States and in 18 other countries; and

WHEREAS, the ALS Association is committed to accelerating research and discovery, driven by the hope that one day ALS will be a livable disease for everyone, everywhere, until a cure is found; and

WHEREAS, ALS Awareness Month provides an opportunity to raise public awareness of the challenges faced by those living with ALS, acknowledge the profound impact the disease has on individuals and their families, and support research efforts aimed at eradicating this devastating disease;

Now, therefore, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, do hereby proclaim the month of **May 2025** as **ALS Awareness Month**. I call upon all citizens to support ALS research, advocate for increased funding, and stand in solidarity with those affected by this relentless disease.

In witness whereof, I have hereunto set my hand and caused the Seal of the City to be affixed this **13th day of May 2025.**

ATTEST

Sharon Taylor-Harding
Interim City Clerk

Fred E. Cleveland
Mayor

City of New Smyrna Beach

Proclamation Recognizing

May as ALS Awareness Month

WHEREAS, amyotrophic lateral sclerosis (ALS), also known as Lou Gehrig's disease, is a progressive and fatal neurodegenerative condition that causes the brain to lose its connection with the muscles, leading to the gradual loss of the ability to walk, talk, eat, and, ultimately, breathe; and

WHEREAS, thousands of new ALS cases are reported annually, with estimates showing that every 90 minutes, someone is diagnosed with ALS and someone else passes away from this devastating disease; and

WHEREAS, the average life expectancy for individuals diagnosed with ALS is just two to five years from the time of diagnosis; and despite significant research efforts, the exact causes of ALS remain unknown, and there is currently no cure; and

WHEREAS, individuals who have served in the military are at a higher risk of developing ALS and dying from the disease than those without military service; and ensuring access to new therapies, durable medical equipment, and communication technologies is critical for improving the quality of life for those living with ALS; and

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WHEREAS, the ALS Association is committed to accelerating research and discovery, driven by the hope that one day ALS will be a livable disease for everyone, everywhere, until a cure is found; and

WHEREAS, ALS Awareness Month provides an opportunity to raise public awareness of the challenges faced by those living with ALS, acknowledge the profound impact the disease has on individuals and their families, and support research efforts aimed at eradicating this devastating disease;

Now, therefore, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, do hereby proclaim the month of May 2025 as ALS Awareness Month. I call upon all citizens to support ALS research, advocate for increased funding, and stand in solidarity with those affected by this relentless disease.

In witness whereof, I have hereunto set my hand and caused the Seal of the City to be affixed this 13th day of May 2025.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

PRESENTATION OF AWARDS TO WINNERS OF MAYOR'S FITNESS CHALLENGE

May 13, 2025

Background:

Presentation of awards and checks to winners of Mayor's Fitness Challenge 2025

Fiscal Analysis:

First place winners - $500
Second place winners - $250
Third place winners - $100

Award money budgeted in Leisure Services budget (00157201.552054)

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

MFC_CityCommission_Ceremony_Script.docx

Good evening, everyone,

As part of tonight's meeting, we're excited to present the Mayor's Fitness Challenge Awards to this year's winners!

Our Winners are

Female 1st place **Kimberlee Higgins**

Our Female 2nd place winner **Catherine Prager**

and Our Female 3rd place winner **Elizabeth Jones**

Our 1st place Male winner **Dennis Ravi**

Our 2nd place Male winner **Kent Prager**

and Our 3rd place male winner **John Burke**

This year's challenge was a huge success. Over the course of 8 weeks, participants lost an average of 8 pounds, showing incredible dedication and commitment to healthier lifestyles.

It was truly a wonderful experience for everyone involved—to enjoy our beautiful city parks and venues, and to take full advantage of Florida's cooler weather months.

The challenge gave us all a chance to start the new year strong, working toward personal goals and setting the tone for the months ahead.

Thank you to everyone who participated, and congratulations to our amazing winners!

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CITY MANAGER'S REPORT

May 13, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 5-13-25 with Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – May 13, 2025**

Date: May 7, 2025

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved September 23. Met with each department to review their proposed budgets including personnel needs, capital equipment needs, and capital projects. Reviewed all special funds and enterprise funds with Finance Director.

- Continued staff review and discussion of the proposed Deering Park Master Development Agreement (MDA).

- Followed up on citizen comments received during the April 22 City Commission meeting about road paving rumors in the North Beach area and clarified that we have no plans to pave any sand roads.

- Participated in Leisure Services Evening Pickleball Lessons April 16 - May 7 and had great fun!

- Met with representatives of the Southeast Humane Society Board on April 23 to discuss animal shelter services.

- Met with staff on April 25 to review our sidewalk program for funding repairs and new installations. This will be discussed during the upcoming May 15 City Commission Workshop.

- Met with staff on April 25 to discuss the sign ordinance and upcoming deadline for removal of pole signs. This will be discussed during the upcoming May 15 City Commission Workshop.

- Attended the National Day of Prayer Event outside City Hall, on May 1.

- The Finance Department issued an invitation for sealed bids on May 6 for the 27th Avenue Boardwalk and Ramp Replacement project which involves repairing damages resulting from Hurricanes Ian and Nicole. The bid deadline is June 10 and the bid opening is June 11.

- Attended the National Travel and Tourism Week Breakfast hosted by the New Smyrna Beach Visitors Bureau on May 7.

- The Human Resources Department held a series of orientation and focus group meetings with city staff to kick-off the compensation and classification study with Evergreen Solutions, LLC. The study's purpose is to conduct a market survey that will be used to recommend updates to our Pay & Classification system, benefits, and compensation.

- Will be attending the Volusia County Elected Official Roundtable on May 12 to receive updates on issues impacting Volusia County.

- Will be attending the Mayor/Manager Breakfast on May 13 to discuss issues of mutual interest between New Smyrna Beach, Edgewater, and Port Orange.

- Will be attending the SEV Chamber State of the County Luncheon on May 13.

- Will be attending the NSB Homelessness Taskforce Update meeting on May 15.

- Will be attending a City Commission Workshop on May 15 to discuss sidewalks, pole signs and landscaping/tree preservation.

- Please find attached the Capital Project Monthly Report.

- Please find attached the Stormwater Monthly Report.

- Please find attached the Parking Monthly Report.

- Should you have any questions or need additional information or clarification, on any of the teams presented in this report, please let me know.

NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	5/2/2025

Projects Completed & Key Accomplishments

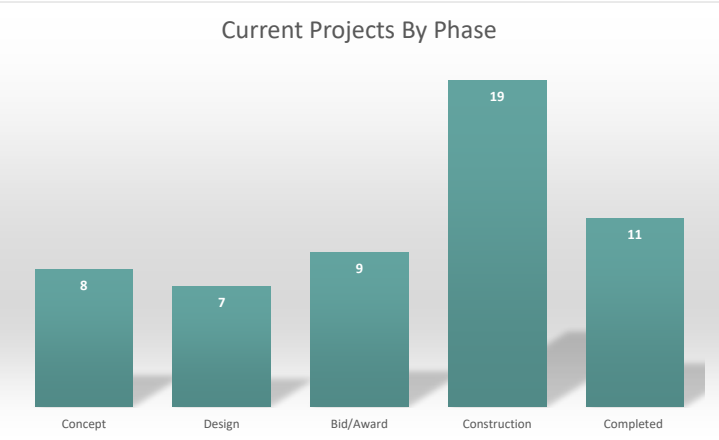
Project Manager/Task Owne	Project	Status
Kyle Fegley	Corbin Park Stormwater Project JPA with Volusia County was aprroved by City Commission	4/8/2025
Kyle Fegley	Held public meeting for Vulnerability Assessment in April	4/16/2024
David Ray	Scheduled Street Resurfacing in all Zones Complete	4/24/2025
David Ray	27th Ave Playground was demolished, new playground install almost complete	4/28/2025
Jesse Kobe	Pre-construction Meeting for Paige Pickleball Courts was held and is gearing up for construction	5/2/2025

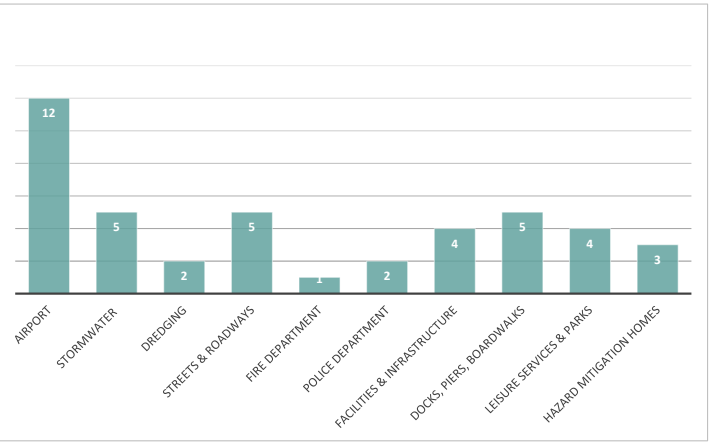
Upcoming

Key Events, Major Milestones, & Goals
☐ CEI Services for Washington St goes to CC on 5/13
☐ Barracuda BLVD construction goes to CC on 5/13
☐ Dredging Turnbull N. completion slated for June
☐ Airport Admin Building moving to consturction phase
☐ Taxiway Bravo Project on track
☐ North Causway Dock Replacement to start June
☐ Hist. Westside Stormwater- applied for CDBG Grant
☐

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
27th Ave Ramp & Boardwalk	Construction	Jesse Kobe	Release date 5/6/25
AOB Site P2 Shoreline Revet.	Construction	Jesse Kobe	Draft
Barracuda BLVD Roadway	Construction	Kyle Fegley	Evaulation/Award Pendi
1501 Airway Circle Rehab	Construction	Airport	Evaulation/Award Pendi
Washington St	CEI Services	Jesse Kobe/Kyle Fegley	Evaluaton/Award Pendir
Pettis Park Shade Structure	Design	Olivia Thomas	Evaluaton/Award Pendir





Stormwater Report 4/28 Projects

- **City Wide Comprehensive Master Plan**
- - The County has advertised Phase 2 of this project; the bid opening will be on May 13th. First round of evaluations are scheduled for May 28th.
- **Corbin Park**
- - This project was selected as a part of the Transform386 program, awarded $6,000,000 and has the City of NSB has entered a Joint Project Agreement with the County. This project is shovel ready, is currently having federal survey's done, and would most likely advertise for bid late this summer.
- This project seeks to install extensive drainage improvements including several thousand feet of conveyance pipe, numerous inlet structures, and manholes to redirect the stormwater away from properties. It also includes treatment swales, additional outfall structures equipped with backflow preventors, along with the required utility relocations and roadway replacements needed to install the drainage improvements. This project will reduce the risk to homeowners from flooding which was experienced by over 50 homes during Hurrican Ian.

- **Historic Westside**
- - Mitigation Needs Assessment Survey submitted to Volusia County under Transform 386 CBDG Disaster Recovery for Hurricane Milton. Waiting to hear back from County Staff. The requested amount is for $5,000,000 based on the Engineer's construction cost estimates.
- - Design is 100% complete

The City has applied for two State Appropriation Grants along with a CDBG grant

1

Dredging Projects

- **North Atlantic Drainage:** City staff is working with Masci Construction to finalize contract documents. Pre-construction meeting is scheduled for May 15.
- **Mary Avenue Septic to Sewer:** Ballot survey was sent out to neighborhood citizens. Upon receipt of the survey the city will review the feedback from the community.

- FDEM Grant Dredging of Aqua Pine/Pine Island, Gabordy Canal, Old Minorcan Pond, Cemetery Canal:
  - **Old Minorcan Pond** has been dredged.
  - **Pine Shores**

PARKING STUDY TASK LIST REPORT
May 6, 2025

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM
1	Right-Price Parking with Meter Technology	Evaluating potential locations to implement paid parking. Marking pavement to begin paid parking in North Beach area.
2	Pursue Shared Parking Agreements	Reviewing draft SPA and identifying properties for use.
3	Launch Remote Parking for Residents to Special Events	Working with individual events to address parking.
4	Develop Multimodal Master Plan	
5	Work with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are Optimally paired for the City.	Proposing on utilizing identical company and technology to manage parking.
6	Develop webpage on City website with parking instructions & information including links to external resources.	Links to County Parking registration is accessible.
7	Understand special event parking demands and develop instructions for parking including maps and remote parking opportunities that will be hosted on City, website.	Will work with Special events team to develop options for major events.
8	Work with local establishments to include parking instructions to access their respective establishments on their websites.	Will coordinate with FABA and Canal District group to begin business outreach.
9	Trial various markings and signage and measure utilization for optimal combination that results in higher occupancy.	Staff at this time, feels markings are at optimal and legal configuration. Will continue to

monitor.

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM
10	Develop process far Business Tax Receipts to identity future loading needs and facilitate a schedule coordinated with peak demand.	Development Svcs staff will require Loading plans be submitted and approved for projects in the Canal and Flagler Districts
11	Create 15-Minute limit parking for post office box users on Flagler Ave at the Jessamine lot.	Staff has determined this is unworkable option.
12	Paint X-Markings in front at 2 driveways along the western side of street on North Peninsula at Florida and Esther to deter vehicles from blocking Ingress and egress.	Staff will make these markings
13	Convert empty curb plantings at Orange and Canal Street to parking spaces	The few spaces created will not offset the cost and loss of traffic calming.
14	Participate in the Waze for Cities Program and 'Nork with Parkopedia {Apple Maps) to ensure accurate parking data.	Can implement once full paid parking and tracking programs are in place.
15	Work with FDOT to install messaging boards along SR 44 as part of future widening project.	Will coordinate with FDOT at planning stage of this project.
16	Work with FDOT to ensure North Causeway drawbridge is on optimal timing schedule at least during known peak seasons.	Not feasible option
17	Work with FDOT and City Parking Enforcement on coordinated messaging electronic signage.	Staff will continue with these efforts
18	Work with City of New Smyrna Beach Maintenance to ensure trash pickup on peak holidays and events will not block streets along Flagler Avenue	Given changing circumstances, consistent scheduling will be difficult.

PARKING STUDY TASK LIST REPORT
May 6, 2025

TASK #	ACTION ITEM DESCRIPTION	STATUS OF ITEM
19	Identify anticipated date New Smyrna Utilities off Canal will vacate building and plan lor new tenant and potential excess parking supply.	Staff will continue communication with NSBU as they develop relocation plans.
20	Identify anticipated date Advent Health near South Causeway will vacate building and plan for new development and potential for excess parking supply	Staff will continue communication with Advent as they develop relocation plans.
21	Organize parking at North Beach Park on Sapphire Road right of way and include In the paid parking program; organize parking on 2nd Avenue for safely improvements; organize parking· on Peninsula Drive south of Flagler Avenue on the east side.	These recommendations will be part of the PSI proposal.
22	Install new signs per cited St. Augustine practice to direct people to Parking Payment Kiosks	Can be implemented once new kiosks installed.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CONSIDER THE ADOPTION OF THE CITY COMMISSION WORKSHOP AND REGULAR MEETING MINUTES FROM HELD ON THURSDAY, APRIL 17, 2025, AND TUESDAY, APRIL 22, 2025.

May 13, 2025

Background:

The City Commission held a workshop on Thursday, April 17, 2025, and a meeting on Tuesday, April 22, 2025. The minutes are attached for the City Commission's review and adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting Minutes - 04.22.2025.pdf
City_Commission_Workshop_-_Deering_Park_Innovation_Center_Presentation_and_Discussion_4.17.2025.pdf

City Commission Regular Meeting
Tuesday, April 22, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, April 8, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 6:30 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Lisa Martin, Commissioner Brian Ashley, Commissioner Jason McGuirk, and Commissioner Valli Perrine.

Excused Absence: Commissioner Brian Ashley

2. INVOCATION/PLEDGE OF ALLEGIANCE

A Police Department Senior Chaplain Tom Prucnal will give the invocation. Nevaeh Kendrick led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the removal of item 12A and to move item 7C to Administrative Items/New Business to 8A.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Declaring April as Fair Housing Month.

Mayor Cleveland presented a proclamation to the New Smyrna Beach realtor Association to receive a proclamation regarding Fair Housing Month.

4.B Presentation: New Smyrna Beach Pickleball Club for Paige Park Pickleball Courts Project

Phil Hall and Jim Patania presented a $15,000 check to the City of New Smyrna Beach.

4.C Presentation: Teresa Pope the Executive Director of the Housing Authority will provide a board report for the Housing Authority.

Executive Director Teresa Pope outlined a PowerPoint presentation regarding the Housing Authority Board.

4.D Presentation: Ben Bartlett will present an overview of the County of Volusia's stormwater efforts.

Volusia County Councilmen Danny Robins provided an overview of Volusia County progress of grant funding.

Volusia County Public Works Director Ben Bartlett outlined a PowerPoint presentation regarding Volusia County's stormwater efforts.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined the City Manager's report.

6. PUBLIC PARTICIPATION

Jessie Wales, 824 Evergreen Street, spoke in opposition to the Deering Park rezoning and emphasized the importance of prioritizing smart growth strategies.

Erin Wilkes, 1421 Beacon Street, spoke in favor of preserving the sandy roads in her neighborhood.

Barbara Atkatz, 1408 Beacon Street, spoke in support of keeping the sandy roads in the neighborhood.

Karen Paternoster, 1404 Beacon Street, questioned the accuracy of statements regarding plans to pave the sandy roads in the neighborhood.

John Joaquin, 4617 South Atlantic Avenue, expressed support for the Deering Park rezoning.

Alison Cates, 819 South Cooper Street, commented on the need for additional sidewalks in the neighborhood and expressed support for improved pedestrian connectivity between Ocean Avenue and Flagler Avenue.

Matthew Ecoff, 607 North Peninsula Avenue, representing the New Smyrna Beach Tennis Center, spoke in favor of extending the lease agreement with the City. He highlighted the center's success and the need for increased publicity.

Richard England, 259 Mincora Beach Way, expressed support for the Downtown Arts District. He commented on the painted crosswalks on Canal Street and displayed a proposed logo for the district.

Steven Reece, 2569 Selleck Avenue, Executive Director of Oceans of Hope Adaptive Surfing, spoke in favor of a fee waiver or reduced parking rates for the Adaptive Surf Series event to be held at Mary Clancy Park.

Unnamed Speaker (Name and address not provided) spoke in opposition to the Deering Park rezoning.

Joe Dlubac, 3587 Casalta Circle, commented on the Deering Park Innovation Center and concerns related to stormwater management. He recommended that Section 604.01 of the Land Development Regulations (LDR) be approved prior to the rezoning of Deering Park.

Bliss Jamison, SEVMTC, spoke in favor of Ordinance No. 51-24, supporting the rezoning of the Deering Park Innovation Center.

Carl Curtis Hodges, 620 South Riverside Drive, praised youth participation in the State of the City event and voiced support for Ordinance No. 51-24, regarding the Deering Park Innovation Center rezoning.

Jacob Kotchpowell, 626 Yupon Avenue, questioned the quality of job recruitment associated with the Deering Park Innovation Center project.

Cindy Sneak, 512 Yupon Avenue, commented on proposed landscaping and tree revisions within the Land Development Regulations. She expressed opposition to allowing buyouts from tree canopy requirements.

Jesse Romero, 708 South Cooper Street, remarked on the Turnbull Creek Committee and on commented both the tree canopy revisions and the Deering Park Innovation Center.

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission minutes from the regular meeting held on Tuesday, April 8, 2025.

Motion:
Vice Mayor Martin moved to adopt the City Commission minutes from the regular meeting held on Tuesday, April 8, 2025. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.B Resolution No. 09-25: Consider the adoption of a Resolution, which if adopted, would approve a FDOT Grant Amendment for the construction of a new Airport Administrative Building.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 09-25, to approve a Florida Department of Transportation (FDOT) Grant Amendment for the construction of a new Airport Administrative Building. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.C Resolution No. 10-25: Consider the adoption of a resolution, which if adopted, would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the design of Phase III of the North Causeway Marina & Amenities Project.

(This item was moved to Administrative Items/New Business 8A.)

7.D Resolution No. 11-25: Consider the adoption of a Resolution, which if adopted, would extend the terms for the Turnbull Creek Land Preservation Committee to August 1, 2027.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 11-25, would extend the terms for the Turnbull Creek Land Preservation Committee to August 1, 2027. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.E Consider the approval of a ground lease addendum between Volusia County Mosquito Control and the City of New Smyrna Beach.

Motion:
Vice Mayor Martin moved to approve the ground lease addendum between Volusia County Mosquito Control and the City of New Smyrna Beach. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.F Consider the approval of a one-year extension of the agreement between the New Smyrna Beach Tennis Center and the City.

Motion:

Vice Mayor Martin moved to approve the one-year extension of the agreement between the New Smyrna Beach Tennis Center and the City. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.G Consider Approval of piggyback agreement with Top Line for replacement of shades at 27th Ave Park and Manatee Playground.

Motion:

Vice Mayor Martin moved to approve the piggyback agreement with Top Line for replacement of shades at 27th Ave. Park and Manatee Playground. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.H Consider the approval of a Piggyback Agreement with Howco Environmental Services for removal of asphalt tac rail car.

Motion:

Vice Mayor Martin moved to approve the Piggyback Agreement with Howco Environmental Services for removal of asphalt tac rail car. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.I Consider the approval of a bid for Janitorial Services

Motion:

Vice Mayor Martin moved to approve the bid for Janitorial Services. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.J Consider the approval for Kimley-Horn and Associates, Inc. to provide Continuing Professional Planning Consultant Services for a US 1 Community Redevelopment Agency (CRA) Master Plan Update.

Motion:

Vice Mayor Martin moved to approve the Kimberly- Horn and Associates, Inc. to provided Continuing Professional Planning Consultant Services for a US 1 Community Redevelopment Agency (CRA) Master Plan update. The motion passed unanimously.

7.K Consider the approval of a lease for the Riverside parking area with the Florida Department of Transportation (FDOT).

Motion:

Vice Mayor Martin moved to approve the lease for the Riverside parking area with the Florida Department of Transportation (FDOT). Commissioner Perrine seconded the motion. The motion passed unanimously.

7.L Consider the approval of prohibiting overnight parking on the corner of South Indian River Road and Ocean Avenue pursuant to Section 70-162.

Motion:

Vice Mayor Martin moved to approve prohibiting overnight parking on the corner of South Indian River Road and Ocean Avenue pursuant to Section 70-162. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.M Consider the approval of the of an addendum to the Agreement for Service between the Edgewater Animal Shelter, Inc. and the City of New Smyrna Beach to include domesticated cats.

Motion:

Vice Mayor Martin moved to approve the addendum to the Agreement for Services between the Edgewater Animal Shelter, Inc. and the City of New Smyrna Beach to include domesticated cats. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.N Special Event: Consider the approval of the Casey's NSB/La Terraza/Boston Fish House Mid-Town Rest Stop Event, to be held on Saturday June 21, 2025.

Motion:

Vice Mayor Martin moved to approve the special event at Casey's NSB/La Terraza/Boston Fish House Mid-Town Rest Stop Event, to be held on Saturday, June 21, 2025. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.O Special Event: Consider the approval of the Oceans of Hope Adaptive Surf Series, to be held on the following Saturday's: May 17, June 21, July 19, August 16 and September 13, 2025.

Motion:

Vice Mayor Martin moved to approve the special event for the Oceans of Hope Adaptive Surf Series, to be held on the following Saturday's: May 17, June 21, July 19, August 16, and September 13, 2025. Commissioner Perrine seconded the motion. The motion passed unanimously.

7.P Special Event: Consider the approval of the Casey's NSB Cinco de Mayo Party, to be held on Monday May 5, 2025.

Motion:

Vice Mayor Martin moved to approve the special event at Casey's NSB Cinco de Mayo Party, to be held on Monday, May 5, 2025. Commissioner Perrine seconded the motion. The motion passed unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Resolution No. 10-25: Consider the adoption of a resolution, which if adopted, would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the design of Phase III of the North Causeway Marina & Amenities Project.

Capital Improvements Project Director Jesse Kobe outlined a PowerPoint presentation regarding the North Causeway project.

Motion:
Vice Mayor Martin moved to adopt Resolution No. 10-25: Consider the adoption of a resolution, which if adopted, would approve applying for a F.I.N.D (Florida Inland Navigation District) Grant for the design of Phase III of the North Causeway Marina & Amenities Project. Commissioner McGuirk seconded the motion. The motion passed unanimously.

9. QUASI-JUDICIAL HEARINGS

No action.

10. PUBLIC HEARINGS

10.A Ordinance No. 15-25: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would repeal and replace Section 604.04 Landscaping Requirements and 604.051 Tree Preservation of the Land Development Regulation.

Planning Manager Doster provided a history regarding Ordinance No. 15-25 and clarified a couple of points regarding the presentation and the corridor overlay zone.

Commissioner Perrine read a statement from the landscaping code. She commented the need to educate citizens regarding the landscaping code.

Vice Mayor Martin questioned the Tree Preservation of the Land Development Regulation.

Commissioner McGuirk commented on the complexity of finding a comprise.

Roberta Fennessy of Vanasse Hangen Brustlin, Inc.(VHB) consulting outlined a presentation regarding the landscaping code.

Commissioner Perrine commented on the costs a resident may incur and on residential property rights and finding a compromise.

Vice Mayor Martin commented on the various free tree giveaways and sod.

Motion:
Commissioner Perrine moved to continue Ordinance No. 15-25 which would repeal and replace Section 604.04 Landscaping Requirement and 604.051 Tree Preservation of the Land Development Regulation to the Tuesday, July 8, 2025, City Commission regular meeting. Vice Mayor Martin seconded the motion. The motion passed unanimously.

10.B Ordinance No. 17-25: Conduct a Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 9.13 + acres of land located at 2061 Paige Avenue.

Motion:
Commissioner Perrine moved to adopt Ordinance No. 17-25 which would annex approximately 9.13 + acres of land located at 2061 Paige Avenue. Vice Mayor Martin seconded the motion. The motion passed unanimously.

10.C Ordinance No. 18-25: Conduct a Second Reading and Public Hearing, which if adopted, would generate a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Medium Density Residential for property located at 2061 Paige Avenue as part of an overall annexation application.

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 18-25 which would generate a Small-Scale Comprehensive Plan amendment changing the Future Land Use category to Medium Density Residential for property located at 2061 Paige Avenue as part of an overall annexation application. Commissioner McGuirk seconded the motion. The motion passed unanimously.

10.D Ordinance No. 19-25: Conduct a Second Reading and Public Hearing, which if adopted, would rezone approximately 9.13 + acres of land to City R-2, Single-Family Residential with an "A" attached for Airport Height Notification Zone for property located at 2061 Paige Avenue as part of an overall annexation application.

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 19-25 which would rezone approximately 9.13 + acres of land to City R-2, Single-Family Residential with an "A" attached for Airport Height Notification Zone for property located at 2061 Paige Avenue as part of an overall annexation application. Commissioner Perrine seconded the motion. The motion passed unanimously.

10.E Ordinance No. 21-25: Conduct a First Public Hearing of an ordinance, if adopted at a Second Public Hearing would amend Land Development Regulation, Section 504.02, to remove the homestead requirement for Wedding Venues and add fire safety requirements pursuant to agritourism in the A-2, Agriculture Zoning District.

Planning Manager Doster outlined a PowerPoint presentation.

Colleen Miles, Bending Branch Ranch, 1711 Martins Dairy Road, spoke in favor of Ordinance No. 21-25.

Motion:
Vice Mayor Martin moved to adopt Ordinance No. 21-25 which would amend Land Development Regulation, Section 504.02, to remove the homestead requirement for Wedding Venues and add fire safety requirements pursuant to agritourism in the A-2, Agriculture Zoning District. Commissioner Perrine seconded the motion. The motion carried unanimously.

11. ORDINANCES - FIRST READING

11.A Ordinance No. 20-25: Conduct the First Reading and Public Hearing of an Ordinance, which, if adopted, would grant a non-exclusive franchise agreement to Wal-Rose Inc.

City Attorney Avallone read Ordinance No. 20-25, the first time by title only. She reported that the Second Reading and Public Hearing would be conducted at the May 13, 2025, regular City Commission meeting.

11.B Ordinance No. 51 -24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would rezone approximately 1,618 acres of land located south of State Road 44 and west of I-95, known as the Deering Park Innovation Center (DPIC), to Planned Unit Development (PUD) from the current zoning classifications of A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C).

City Attorney Avallone read Ordinance No. 51-24, the first time by title only. She reported that the Second Reading and Public Hearing would be conducted at the May 13, 2025, regular City Commission meeting.

12. BOARDS AND COMMISSIONS

12.A Housing Authority - Appointment: Consider the appointment of one (1) citizen to serve an unfilled four-year term, expiring on August 31, 2027.

(This item was removed from the agenda.)

12.B Code Compliance Board - Appointment: Consider the appointment of one (1) citizen to serve a three-year term, ending on March 3, 2028.

Vice Mayor Martin nominated Keith McWilliams. As there were on additional nominations Keith McWilliams was appointed to serve a three-year unfilled term as a member of the Code Compliance board set to expire on March 3, 2028.

12.C Board Notice: The Personnel Board has five (5) seats available for reappointment which are set to expire on May 1, 2025.

13. MAYOR AND COMMISSION REPORTS

Vice Mayor Martin commented on Deering Park Innovation Center staff report.

Commissioner Perrine commented on State of the City and recognizing the youth in the community.

Commissioner McGuirk commented on the State of the City and thanked staff for their involvement.

Mayor Cleveland thanked staff for their efforts regarding the State of the City. He commented that the diversity of the Commission as a strength and the power of one.

14. CITY CLERK'S REPORT

No action.

15. CITY ATTORNEY'S REPORT

15.A Proposed Legislative Bill Summaries, weeks six and seven of Florida's legislative session.

City Attorney Avallone commented on the Florida Legislative Session.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:54 pm.

City Commission Workshop
Thursday, April 17, 2025 at 6:00 PM

MINUTES

I. CALL TO ORDER

Having been duly advertised as required by law, the workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Thursday, April 17, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 6:00 PM

Present: Mayor Fred E. Cleveland, Vice Mayor Lisa Martin, Commissioner Brian Ashley, and Commissioner Jason McGuirk.

Excused Absent: Commissioner Valli Perrine

Mayor Cleveland stated that Public Participation would be held after the presentation in hopes that some questions would be addressed.

III. WORKSHOP

III.a Deering Park Innovation Center

Chief Planner Jeff Gove deferred to Mr. Storch and stated he would be present if the Commission had any questions.

Glenn Storch outlined a PowerPoint presentation.

IV. COMMISSION COMMENTS

Vice Mayor Martin discussed the following items: Affordable Housing, defining vegetative buffer, minimum square footage but no maximum, bond for stormwater and amenities.

Commissioner McGuirk discussed the following items: waste/stormwater, important studies and when would they be done, conservation, traffic, and Williamson Blvd. Commissioner McGuirk stated he took a tour with a representative from Storch's firm, Mr. Lee.

Commissioner Ashley stated he also took a tour and stated he fully supported the project.

Mayor Cleveland discussed the need to be vigilant and to receive State input on State Road 44.

II. PUBLIC PARTICIPATION

Allison Coach, 118 Marcel Street, spoke in support.

Stephanie Ford, President and CEO of the SEV Chamber, 115 Canal Street, spoke in support.

Jesse Wales, 824 Evergreen Street, spoke in support with caution.

Bliss Jamison, President of SEV Manufacturing Technology Coalition, 635 Airport Road, spoke in support.

Brooks Weiss, 4314 Gull Cove, spoke in support with caution.

Robbie Gibson-Minor, 2839 South Asciano Court, spoke in support with caution.

Tony Otte, 3530 Grand Tuscany Way, spoke in support with caution.

Tracey Barlow, 2004 Queen Palm Drive, Edgewater, Southeast Chamber, spoke in support.

Steve, no last name or address given, does not support.

V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adorned the workshop at 8:45 pm.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

RESOLUTION NO. 07-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE APPLYING FOR A F.I.N.D (FLORIDA INLAND NAVIGATION DISTRICT) GRANT FOR THE CONSTRUCTION OF A "NO WAKE ZONE" NEAR YACHT CLUB ISLAND IN THE INTRACOASTAL WATERWAY (ICW).

May 13, 2025

Background:

On February 25th, 2025, the City Commission approved Ordinance No. 07-25, which established a boating-restricted area within 500 feet of a sewage pump-out station near Yacht Club Island. The Florida Inland Navigation District (F.I.ND.) issues yearly grants for the Waterways Assistance Program, which aims to improve navigational safety within the F.I.N.D Counties. This application would be to pursue funding for the construction of a "No Wake Zone" in the area approved by the previously approved ordinance. The City will enter into agreement with Yacht Club to provide match, prior to acceptance of grant award.

Fiscal Analysis:

City Staff are requesting to apply for $40,000 to cover the construction of the No Wake Zone. This would be funded in part by a 50/50 match with the F.I.N.D Grant.
$20,000 covered by F.I.N.D if the application is approved and awarded.
The Yacht Club will provide the required matching funds.

Strategic Plan Item:

No

Staff Report Created By: Olivia Thomas - CIP & Grants Coordinator

Attachments:

WAP 2025 Application Part 2 - No Wake Zone Construction Final Application.pdf
Res 07-25 FIND Grant - No Wake Zone.pdf



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2025-2026

WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.
(See Attachment E-1)

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

Application Submission:

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 14th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) (**Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	◉	○
10.	Attorney's Certification (Land Ownership) Attachment E-6	◉	○
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel	Grant Coordinator
Print Liaison Name	Title
Liaison Signature	Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: No Wake Zone Construction	Use “Phase I” for Design Projects. Use “Phase II” for Construction if you received FIND funding for Phase I Work.
Project Director: Kevin Cowper	Email: kcowper@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: Dhilan Patel
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2616	
Project Address: 1201 S. Riverside Drive, New Smyrna Beach, FL 32168 (note this project will be in the ICW near this location).	

Requested FIND Funding:	$20,000
Eligible Matching Funds Amount:	$20,000
Match Percentage:	50%
Total Project Costs:	$40,000
Applicant’s Funding Source:	City’s General Funds

_____ _____

Applicant Signature Certifying the Above Information Print Name

Project Summary: Maximum 200 Words

This project aims to construct a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station and utilizing wooden pilings and marine grade signage. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND’s mission of improving waterway safety and protecting Florida’s coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.
Item 9. Waterway signs & buoys for safety, regulation, or information

b) Explain how the project fits this priority category.

This project proposes to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to improve boating safety, protect infrastructure, reduce erosion, and safeguard marine and shoreline habitats, aligning with FIND's waterway management priorities.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

This project proposed to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to enhance navigation safety, protect infrastructure, and preserve marine and shoreline habitats. It aligns with FIND's mission by reducing wake-related hazards, preventing erosion, and promoting responsible waterway use within the Intracoastal Waterway, ensuring long-term safe navigation, accessibility, and environmental sustainability.

2. Ownership of Project Site:

Own [ ] Leased [ ] Other [X]

If leased or other, please describe lease or terms and conditions:

The City has a submerged lands lease and the ICW is federally owned and maintained by the US Army Corp of Engineers. The local managing office would be the USACE Jacksonville District Office.

3. Has the District previously provided assistance funding to this project or site?

Yes [ ] No [X]

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

N/A

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

N/A

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project will promote safe public access and navigation in the Intracoastal Waterway near the New Smyrna Beach Yacht Club by establishing a No Wake Zone. By reducing vessel speeds, the project will create a safer environment for recreational boaters and marina users, minimizing the risk of collisions and wake-related hazards. The navigational benefits include improved waterway management by ensuring controlled speeds in a congested area, reducing conflicts between vessels, and supporting smoother, more predictable boating conditions.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

The New Smyrna Beach Yacht Club area experiences high boating traffic, creating a strong demand for safer navigation and shoreline protection. With a mix of recreational boaters, kayakers, and marina users, excessive wake has led to safety concerns, property damage, and shoreline erosion. This project addresses these issues by establishing a No Wake Zone, reducing wake-related hazards, improving boater safety, and protecting infrastructure. By slowing vessel speeds, the project enhances safer waterway usability and public access.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with City's local maritime management plans by improving boating safety, shoreline protection, and waterway accessibility near the New Smyrna Beach Yacht Club. Establishing a No Wake Zone supports public access initiatives by ensuring safer conditions for recreational boaters, kayakers, and marina users while protecting infrastructure from wake damage. It contributes to broader public usage goals by enhancing navigational efficiency, reducing environmental impacts on sensitive habitats, and promoting responsible waterway use.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local sponsor has not previously implemented any speed zones or restrictive use measures in this area but recognizes the growing need for enhanced boating safety due to increased vessel traffic and wake-related impacts. This project proposes to install No Wake Zone signage as a proactive step toward improving navigation safety and shoreline protection.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes [ ] No [X]

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

The project will continue to be maintained by City staff and funded with City's General Funds after initial funding is completed.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	April 2025	TBD
USACE	Y	April 2025	TBD

10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. This project is currently being permitted.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. No known impediments identified that would potentially delay issuance of the required permits, except US Coast Guard responsiveness.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. $40,000.00.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? 30 years.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? Piles will be embedded to a depth that considers storm surge and hurricane impacts.

10. b) Environmental Education

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

This application is not a Law Enforcement project.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$10,000	$5,000	$5,000
Survey	$2,000	$1,000	$1,000
Piles, Signage, Installation	$20,000	$10,000	$10,000
Bidding and Construction Management	$8,000	$4,000	$4,000

****TOTALS =**	$40,000	$20,000	$20,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date	Component
November 2025	Bidding
January 2026	Receive Bids
February 2026	Approve Contractor
March 2026	Initiate Construction
May 2026	Complete Construction & Close-out

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of New Smyrna Beach is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title No Wake Zone Construction

Total Estimated Cost $ 40,000 Brief Description of Project: This project aims to establish a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of New Smyrna Beach
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of New Smyrna Beach
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of New Smyrna Beach
(Name of Agency)

AND, be it further resolved by the City of New Smyrna Beach
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

(1)

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(Agency Governing Board)
held on this _____ day of _____ 20____.

_____	_____
Attest	Signature
_____	_____
Title	Title

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)

RESOLUTION NO. 07-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A FIND GRANT APPLICATION FOR CONSTRUCTION OF A NO WAKE ZONE (NWZ) ALONG A 1,000-FOOT STRETCH OF WATER NEAR THE NEW SMYRNA BEACH YACHT CLUB, COVERING 500 FEET NORTH AND SOUTH OF THE EXISTING PUMP STATION USING WOODEN PILINGS AND MARINE GRADE SIGNAGE; PROVIDING FOR CERTIFICATIONS TO FLORIDA INLAND NAVIGATION DISTRICT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach is interested in carrying out the following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title: No Wake Zone Construction
Total Estimated Cost: $40,000
Brief Description of Project: For construction of a No Wake Zone (NWZ) along a 1,000-foot stretch of water near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station using wooden pilings and marine grade signage.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above and the City seeks to apply for such assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization to Execute Application for Financial Assistance.*** That the City Commission hereby authorizes the City Manager to execute the application to Florida Inland Navigation District on behalf of the City of New Smyrna Beach for financial assistance in the amount of 50% of the actual cost of the project. Said form of application is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Certification to Florida Inland Navigation District.*** The City of New Smyrna Beach certifies to the following:

A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of New Smyrna Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by person with disabilities as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to Florida Inland Navigation District if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final ten percent (10%) of the funding agreed to by FIND.

SECTION 3: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/7/2025



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



Florida Inland Navigation District

FY 2025-2026

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

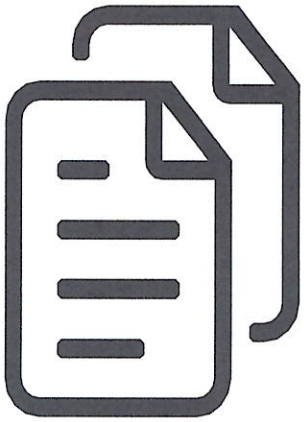
SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST. (See Attachment E-1)

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

Application Submission:

Electronic copies: two separate PDF files per instructions):

PDF #1: Items 1-8 and PDF #2: Items 9-11



Electronic submission via email to:

CKelley@aicw.org

(pdf file size 15MB or less)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 28th of March; Property control/Technical sufficiency items – 14th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as two (2) pdf attachments (15mb max size and see attachment instructions on the next page). Make sure to label your pdf attachments with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on March 28, 2025.

ATTACHMENT E-1
Waterways Assistance Program FY2025
Applicant Checklist

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

This checklist and the other items listed below in items 1 through 11 constitute your application. The required information shall be submitted in the order listed.

Electronic copies (2 separate PDF files per instructions – PDF File 1: Items 1-8, PDF File 2: Items 9-11) shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

		YES	NO
1.	District Commissioner Review (prior to March 4th) (***NOTE*: <u>For District Commissioner initials ONLY!)</u> (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist Attachment E-1 (Form No. 25-10, 2 pages) **(Form must be signed and dated)**	◉	○
3.	Application and Evaluation Worksheet Attachment E-2 (Form No. 25-15) **(First Page of Form Must be Signed)**	◉	○
4.	Project Cost Estimate Attachment E-3 (Form No. 25-15, 1 page) **(Must be on District form)**	◉	○
5.	Project Timeline Attachment E-4 (Form No. 25-25, 1 page)	◉	○
6.	County/City Location Map	◉	○
7.	Project Boundary Map	◉	○
8.	Clear and Detailed Site Development Plan Map	◉	○

Continued on Next Page

		YES	NO
9.	Official Resolution Form Attachment E-5 (Form No. 25-30, 2 pages) (Resolution must be on District Form and includes items 1-6)	◉	○
10.	Attorney's Certification (Land Ownership) Attachment E-6	◉	○
11.	Copies of all Required Permits: ACOE, DEP, WMD (Requirement of Construction & Dredging Projects)	○	◉

The undersigned, as applicant, acknowledges that Items 1 through 11 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 28, 2025. By May 14, 2025, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 11 is due to the District no later than September 16, 2025. If the information in Item 11 is not submitted to the District office by September 16, 2025, I am aware that my application will be removed from any further funding consideration by the District.

Dhilan Patel — Print Liaison Name

Grant Coordinator — Title

Liaison Signature

Date

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

Waterways Assistance Program FY2025

Application and Evaluation Worksheet

Local Sponsor: City of New Smyrna Beach	Department: Capital Improvements
Project Title: No Wake Zone Construction	Use "Phase I" for Design Projects. Use "Phase II" for Construction if you received FIND funding for Phase I Work.
Project Director: Kevin Cowper	Email: kcowper@cityofnsb.com
Grant Liaison: Dhilan Patel (If Different from Director)	Email: Dhilan Patel
Mailing Address: 210 Sams Avenue	
City: New Smyrna Beach	Zip Code: 32168
Phone Number: 386-410-2616	
Project Address: 1201 S. Riverside Drive, New Smyrna Beach, FL 32168 (note this project will be in the ICW near this location).	
Requested FIND Funding:	$20,000
Eligible Matching Funds Amount:	$20,000
Match Percentage:	50%
Total Project Costs:	$40,000
Applicant's Funding Source:	City's General Funds

_____ _____

Applicant Signature Certifying the Above Information Print Name

Project Summary: Maximum 200 Words

This project aims to construct a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station and utilizing wooden pilings and marine grade signage. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

1. Priority Category:

a) Choose one priority category of this project from the application instructions based upon the predominant cost of the project elements.
Item 9. Waterway signs & buoys for safety, regulation, or information

b) Explain how the project fits this priority category.

This project proposes to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to improve boating safety, protect infrastructure, reduce erosion, and safeguard marine and shoreline habitats, aligning with FIND's waterway management priorities.

c) Explain how the project relates to the District's Waterways and the mission of the Florida Inland Navigation District.

This project proposed to install No Wake Zone signs and buoys near New Smyrna Beach Yacht Club to enhance navigation safety, protect infrastructure, and preserve marine and shoreline habitats. It aligns with FIND's mission by reducing wake-related hazards, preventing erosion, and promoting responsible waterway use within the Intracoastal Waterway, ensuring long-term safe navigation, accessibility, and environmental sustainability.

2. Ownership of Project Site:

Own [ ] Leased [ ] Other [X]

If leased or other, please describe lease or terms and conditions:

The City has a submerged lands lease and the ICW is federally owned and maintained by the US Army Corp of Engineers. The local managing office would be the USACE Jacksonville District Office.

3. Has the District previously provided assistance funding to this project or site?

Yes [ ] No [X]

4. If yes, please list the project name, number and funding amount received:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.) if applicable?

N/A

6. How many additional ramps, slips, parking spaces or other access features will be added by this project, and what is the approximate number of registered vessels estimated to use the constructed project?

N/A

7. Public Usage & Benefits:

a) What public access or navigational benefit to the District's waterways will result from this project? How will this project enhance public access to the District's waterways, and what specific navigational benefits will it provide to the community?

This project will promote safe public access and navigation in the Intracoastal Waterway near the New Smyrna Beach Yacht Club by establishing a No Wake Zone. By reducing vessel speeds, the project will create a safer environment for recreational boaters and marina users, minimizing the risk of collisions and wake-related hazards. The navigational benefits include improved waterway management by ensuring controlled speeds in a congested area, reducing conflicts between vessels, and supporting smoother, more predictable boating conditions.

b) What is the current demand for public access or navigation facilities in the area, and how does this project address unmet needs or improve upon existing facilities?

The New Smyrna Beach Yacht Club area experiences high boating traffic, creating a strong demand for safer navigation and shoreline protection. With a mix of recreational boaters, kayakers, and marina users, excessive wake has led to safety concerns, property damage, and shoreline erosion. This project addresses these issues by establishing a No Wake Zone, reducing wake-related hazards, improving boater safety, and protecting infrastructure. By slowing vessel speeds, the project enhances safer waterway usability and public access.

c) How does the project fit within regional or local maritime management plans, public access initiatives, or comprehensive plans, and how does it contribute to broader public usage goals?

This project aligns with City's local maritime management plans by improving boating safety, shoreline protection, and waterway accessibility near the New Smyrna Beach Yacht Club. Establishing a No Wake Zone supports public access initiatives by ensuring safer conditions for recreational boaters, kayakers, and marina users while protecting infrastructure from wake damage. It contributes to broader public usage goals by enhancing navigational efficiency, reducing environmental impacts on sensitive habitats, and promoting responsible waterway use.

d) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use in the area of this site?

The local sponsor has not previously implemented any speed zones or restrictive use measures in this area but recognizes the growing need for enhanced boating safety due to increased vessel traffic and wake-related impacts. This project proposes to install No Wake Zone signage as a proactive step toward improving navigation safety and shoreline protection.

8. Fees & Maintenance:

Are there any fees associated with the use of this facility? Yes ☐ No ☒

If answered Yes:

a) List or provide a fee schedule.

Not Applicable

b) Provide a listing of the fees charged by similar facilities, public and private, in the project area.

Not Applicable

c) Pursuant to Rule 66B-2.004(11), if there are any fees, please explain how these fees are tracked and what they are used for.

Not Applicable

d) Clearly demonstrate how the project will continue to be maintained and funded after initial funding is completed.

The project will continue to be maintained by City staff and funded with City's General Funds after initial funding is completed.

9. Please list all Environmental Resource Permits required for this project:

Agency	Y/N	Date Applied	Date Received
Water Management District			
Dept of Environmental Protection	Y	April 2025	TBD
USACE	Y	April 2025	TBD

10. a) Construction

This question is to be answered **only** if this application is for a **Construction** project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials?
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project?

Construction Project: Maximum 200 Words (Address all bullet points above)

*Please see answers to questions in red below:

PERMITTING:

- Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not. This project is currently being permitted.
- Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits. No known impediments identified that would potentially delay issuance of the required permits, except US Coast Guard responsiveness.
- For Phase I design, permitting, and engineering projects, please provide a general cost estimate for the future Phase II construction work. $40,000.00.

CONSTRUCTION TECHNIQUES:

- What is the design life of the project and proposed materials? 30 years.
- What considerations, if any, have been made for storm surge and hurricane impacts in the design and life span of this project? Piles will be embedded to a depth that considers storm surge and hurricane impacts.

10. b) Environmental Education

This question is to be answered **only** if this application is for an Environmental Education project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

DILIGENCE:

- Who is the primary target audience or user group for the project and how were they identified?
- How have the needs of the target audience been evaluated and met?
- How many people will the program serve on an annual basis? What will be the measurable results?
- Describe the materials and project deliverables to be produced by this project.
- Describe the plan for dissemination of the materials produced through the project,

EXPERIENCE & QUALIFICATIONS:

- Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.
- What previous projects of this nature have been completed by the program manager?

PROJECT GOALS:

- What are the long-term goals of this project as it relates to the ICW?
- What is the expected duration/frequency of this program?

Environmental Education Project: Maximum 400 Words (Address all bullet points above)

This application is not an Environmental Education project.

10. c) Law Enforcement

This question is to be answered **only** if this application is for a Law Enforcement project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the project will enhance boating access, safety, or enforcement efforts on the waterway, and address the identified needs or benefits for public safety.

EXPERIENCE & QUALIFICATIONS:

- List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

DELIVERABLES:

- Describe the project deliverables and why this particular law enforcement vessel, equipment or facility improvements was selected or are necessary.

AREA OF COVERAGE

- What is the range or area of coverage for this project?

Law Enforcement Project: Maximum 200 Words (Address all bullet points above)

This application is not a Law Enforcement project.

10. d) Inlet or Public Navigation

This question is to be answered **only** if this application is for an Inlet or Public Navigation dredging project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Will the project inhibit sediment inflow into, or reduce the dredging frequency of the Intracoastal Waterway channel?
- How does the project directly benefit the Intracoastal Waterway channel?
- Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

PUBLIC ACCESS

- Describe in brief detail how the project will enhance public access to or from the Intracoastal Waterway? List the upstream publicly accessible facilities with improved access because of this project.

BENEFICIAL PROJECT ELEMENTS:

- Describe any economic benefits to be realized by implementing this project.

PROJECT MAINTENANCE:

- When was this area last dredged? What is the expected frequency of future dredging? Where will the dredged material be relocated to?

Inlet or Public Navigation Project: Maximum 200 Words (Address all bullet points above)

This application is not an Inlet or Public Navigation dredging project.

10. e) Beach Renourishment

This question is to be answered **only** if this application is for a Beach Renourishment project.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

WATERWAY RELATIONSHIP:

- Describe how the District and other navigation interests will benefit from the implementation of this project.

VIABILITY:

- Is the project site defined as critically eroded area by a statewide beach management plan?
- Cite the quantifiable rate of erosion in this area.
- Is the project an important component of an overall beach management effort?

PUBLIC BENEFITS:

- Are there quantifiable public benefits demonstrated by the project?
- Is there adequate public access to the project area? Please describe location and amount.

PROJECT FUNDING:

- Describe any assistance funding from other sources.
- Clarify the availability of long-term funding for this project.

Beach Renourishment Project: Maximum 200 Words (Address all bullet points above)

This application is not for a Beach Renourishment project.

11. Disaster Relief

This question is to be answered **only** if this application is for repairs/construction of waterways facilities damaged by a declared natural disaster.

In the summary box at the bottom of this page, please address each of the bullet points listed below to maximize your score for this competitive grant application.

STORM DAMAGE EVALUATION:

- List the State of Emergency declaration order or proclamation & the name and date of the storm/event. [Pursuant to State of emergency declared under Chapter 252, F.S.]
- Describe the extent of the damage that was caused due to the storm/event and any Construction/Resiliency Improvements planned for the project.
- What is the current status of your FEMA paperwork for the project?

PROJECT FUNDING:

- Describe the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair

Disaster Relief Project: Maximum 200 Words (Address all bullet points above)

This application is not for repairs/construction of waterways facilities damaged by a declared natural disaster.

ATTACHMENT E-3

Waterways Assistance Program FY2025

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization/Demobilization	$10,000	$5,000	$5,000
Survey	$2,000	$1,000	$1,000
Piles, Signage, Installation	$20,000	$10,000	$10,000
Bidding and Construction Management	$8,000	$4,000	$4,000

****TOTALS =**	$40,000	$20,000	$20,000

ATTACHMENT E-4

Waterways Assistance Program FY2025

PROJECT TIMELINE

Project Title:	No Wake Zone Construction
Applicant:	City of New Smyrna Beach

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction. NOTE: All funded activities must begin AFTER October 1st or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses.

Date	Component
November 2025	Bidding
January 2026	Receive Bids
February 2026	Approve Contractor
March 2026	Initiate Construction
May 2026	Complete Construction & Close-out

ATTACHMENT E-5
RESOLUTION FOR ASSISTANCE 2025
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE City of New Smyrna Beach is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of New Smyrna Beach and the State of Florida:

Project Title No Wake Zone Construction

Total Estimated Cost $ 40,000 Brief Description of Project: This project aims to establish a No Wake Zone (NWZ) along a 1,000-foot stretch near the New Smyrna Beach Yacht Club, covering 500 feet north and south of the existing pump station. With heavy boat traffic in the area, excessive wake has become a serious issue, causing safety concerns for boaters and marina users. Slowing vessel speeds in this zone will help reduce the risk of accidents and create a safer, more controlled environment for everyone on the water.

Beyond safety, the NWZ will help protect nearby docks, seawalls, and other infrastructure from ongoing damage caused by strong wakes. Over time, continuous wave action has led to shoreline erosion and infrastructure wear, resulting in costly repairs. Implementing a No Wake Zone is a proactive solution to prevent further deterioration.

The project will also benefit the local ecosystem by reducing disturbance to shoreline habitat. By keeping wake levels low, the area remains a healthier habitat for wildlife. This initiative aligns with FIND's mission of improving waterway safety and protecting Florida's coastal environment. With proper signage, enforcement, and community support, this project will make a lasting positive impact on the region.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the City of New Smyrna Beach
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said City of New Smyrna Beach
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said City of New Smyrna Beach
(Name of Agency)

AND, be it further resolved by the City of New Smyrna Beach
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

(1)

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ City of New Smyrna Beach_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting
(Agency Governing Board)
held on this_____day of_____20____.

_____ _____
Attest Signature

_____ _____
Title Title

(2)

ATTACHMENT E-6

ATTORNEYS CERTIFICATION OF TITLE 2025

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2025

To WHOM IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)
Attorney, (City or County)

THE CITY OF NEW SMYRNA BEACH - AIRPORT

RESOLUTION NO. 12-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE THE FDOT GRANT OFFER FOR A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA). PTGA NO. 444881-1-94-01 FOR THE DESIGN AND CONSTRUCTION OF A T-HANGAR REHABILITATION.

May 13, 2025

Background:

The New Smyrna Beach Airport has six (6) T-Hangar buildings, with between 10 and 16 units in each building. Named for their "T" shape, a T-Hangar is an enclosed structure design to store aircraft, with multiple bays connected in one building. T-Hangars are very common at general aviation airports where they serve almost like individual garages where each hangar serves a specific tenant. Many T-Hangars at our airport were constructed with the support of the FDOT, which provided grant funding in order to help the airport maintain financial self-sufficiency. FDOT will also sometimes support rehabilitation efforts, as in the case of T-Hangar F last year.

Presently, the Airport has been rewarded an FDOT grant to cover the cost of design, bid, and construction phases services to rehabilitate T-Hangar E. The estimated total cost of this project is $600,000 with the 80% ($480,000) being reimbursed by this grant agreement. This would leave the remaining 20% ($120,000) coming from the Airport fund. In this current fiscal year, FY 25, the airport will move forward with the design and bidding services for a cost of $35,000. The remaining cost for construction has been budgeted for expenses in FY 26.

T-Hangar E was built in the late 1990s and therefore there is a need to extend the usable life of these hangars by rehabilitating building envelopes where necessary, reducing energy consumption where possible by upgrading interior/exterior lighting, and enhancing the interior/exterior aesthetics to improve overall revenue potential. The existing hangars are located at the New Smyrna Beach Municipal Airport near the intersection of US 1 and Industrial Park Avenue. Repairs vary and include new paint, rehabilitated roofing, and new lighting plus other more extensive repairs to be determined during design phase.

Findings:

Staff recommends the adoption of the resolution to approve the FDOT Grant Amendment for the design and construction of T Hangar E Rehabilitation.

Fiscal Analysis:

Design and Bidding cost of $35,000 is budgeted for FY 25. Construction cost of this

project has been budget for FY 26.

10454201.562202.25ATH

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

To Sponsor PTGA FM 444881-1 Hangar E Rehab_EVB.pdf
Res 12-25 FDOT PTGA T Hangar E Rehab.pdf

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
444881-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design and Construct T-Hangar E Rehabilitation at New Smyrna Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   __ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $600,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $480,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

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

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

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

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

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

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

b. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The New Smyrna Beach Municipal Airport intends to rehabilitate an existing steel T-Hangar building that houses aircraft based at the airport. The scope of this project involves one of the oldest Hangar facilities, Building E. Built in the early 2000's, it appears to have salvageable interior structural members, with only metals near the exterior of the building appear to have rust issues. The Airport desires to extend the usable life of this hangar by rehabilitating building envelopes where necessary, reducing energy consumption where possible by upgrading interior and exterior lighting, and enhancing the interior and exterior aesthetics to improve overall revenue potential.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the T-Hangar rehabilitation project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

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

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

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


Exist. / Fut. ARPZ
Potential Development
A1
L13
L14
L15
L16
L17
L18
L19
L20
L21
L22
L23
L24
L25
E
BRL
RVZ
RSA
ROFA
Industrial Park Ave

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444881-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	$480,000.00
444881-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$120,000.00
	Total Financial Assistance						$600,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$480,000.00	$120,000.00	$0.00	$600,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$480,000.00	$120,000.00	$0.00	$600,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Luci Taylor

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luci Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luci Taylor.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $480,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RESOLUTION NO. 12-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN# 444881-1-94-01 FOR DESIGN AND CONSTRUCTION OF T-HANGAR E REHABILITATION AT THE NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the design and construction of T-Hangar E Rehabilitation at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN 444881-1-94-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN 444881-1-94-01, which agreement is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXHIBIT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
444881-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
Contract Number:		Federal Award Date:	N/A	Vendor Number:	VF596000387001
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design and Construct T-Hangar E Rehabilitation at New Smyrna Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
_ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
_ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
_ *Additional Exhibit(s):

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $600,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $480,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

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

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

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

vii. The Department's contact information for requirements under this part is as follows:

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

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

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

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

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

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

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

b. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The New Smyrna Beach Municipal Airport intends to rehabilitate an existing steel T-Hangar building that houses aircraft based at the airport. The scope of this project involves one of the oldest Hangar facilities, Building E. Built in the early 2000's, it appears to have salvageable interior structural members, with only metals near the exterior of the building appear to have rust issues. The Airport desires to extend the usable life of this hangar by rehabilitating building envelopes where necessary, reducing energy consumption where possible by upgrading interior and exterior lighting, and enhancing the interior and exterior aesthetics to improve overall revenue potential.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the T-Hangar rehabilitation project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP

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

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

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

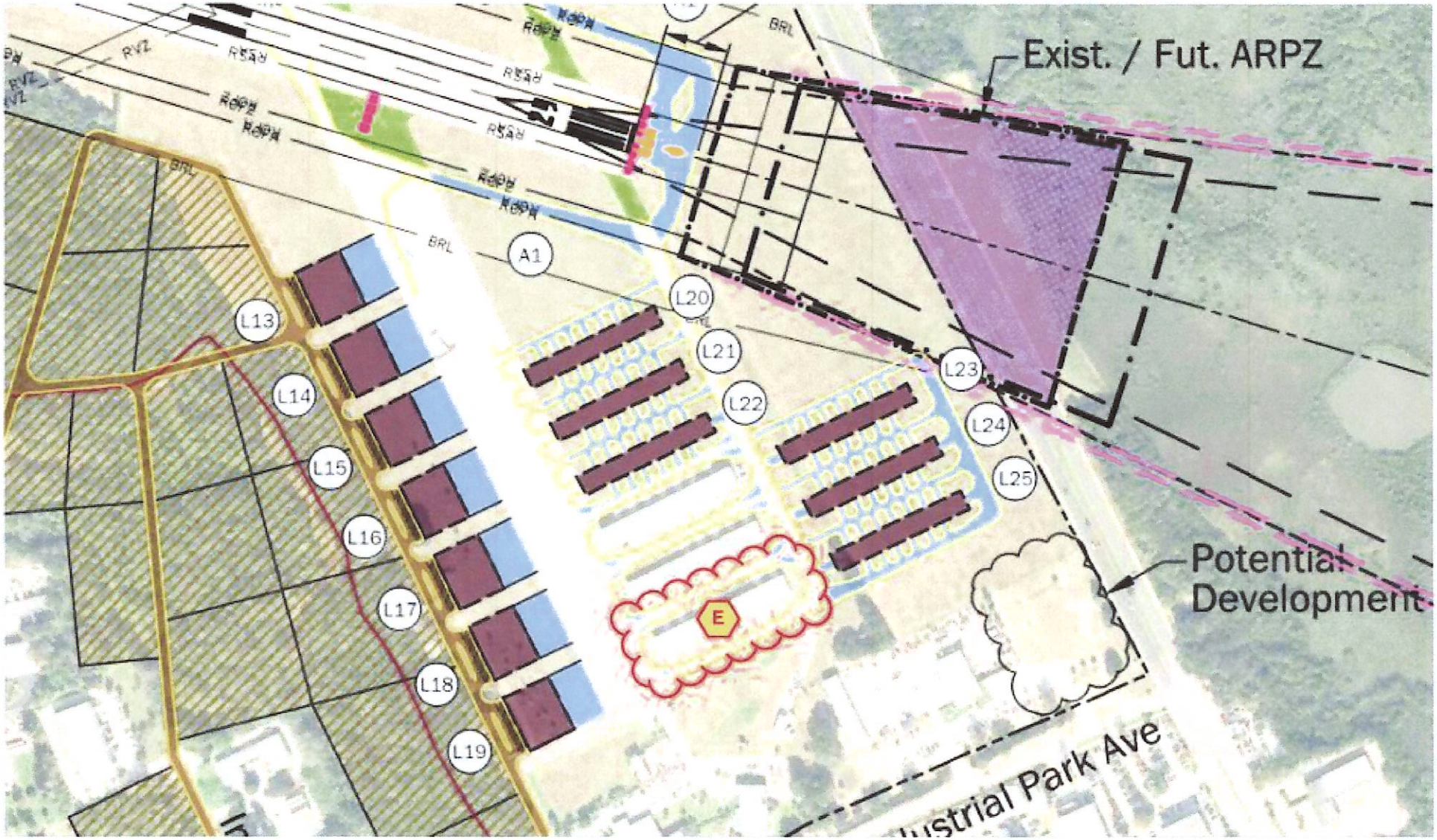

Exist. / Fut. ARPZ
Potential Development
A1
L13
L14
L15
L16
L17
L18
L19
L20
L21
L22
L23
L24
L25
E
BRL
RPZ
RSA
Industrial Park Ave

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444881-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	$480,000.00
444881-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$120,000.00
	Total Financial Assistance						$600,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$480,000.00	$120,000.00	$0.00	$600,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$480,000.00	$120,000.00	$0.00	$600,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Luci Taylor

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luci Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luci Taylor.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use.**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans.**

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan.**

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. **Airport Financial Plan.**

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure.**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses.**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination.**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. **Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.

b. **Administration**. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. **Construction Projects.** The Agency assures that it will:

a. **Project Certifications**. Certify Project compliances, including:

   1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
   2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
   3) Completed construction complies with all applicable local building codes.
   4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. **Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

   1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
   2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
   3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
   4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval.** The Agency assures that:

   1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
   2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
   3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. **Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $480,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF THE RENEWAL OF THE EMERGENCY DEBRIS HAULING & DISPOSAL.

May 13, 2025

Background:

In 2019, the city participated in a joint procurement process with the City of Holly Hill and the City of South Daytona for Emergency Debris Hauling & Disposal services. The City of Holly Hill was the lead overseeing the procurement process, however, a representative from each city participated in the evaluation process.

Based on the evaluation results, three (3) companies were recommended and awarded a contract:

- Ceres Environmental Services Inc
- Crowder Gulf Ventures Inc.
- Phillips & Jordan Inc.

The agreement included an initial term of five (5) years from June of 2019 thru June of 2024 with five (5) one (1) year renewal options. This request is the second optional renewal and would run from June 2025 to June 2026.

Approval of the one (1) year renewals will put us in the best spot to activate these agreements ahead of a storm or event.

Fiscal Analysis:

Dependent on the storm and the amount and type of debris.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

25 RENEWAL.Ceres, Final.pdf
25 RENEWAL.Crowder Gulf, Final.pdf
25 RENEWAL.PJ, Final.pdf

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES
Ceres Environmental Services, Inc.

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Ceres Environmental Services Inc.; and

WHEREAS, the parties desire to enter into the second of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16; and

WHEREAS, the parties have agreed to a 2.8% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region.

NOW, THEREFORE, THE CITY AND CERES ENVIRONMENTAL SERVICES Inc., AGREE AS FOLLOWS:

1. The City and Ceres Environmental Services Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being incorporated by reference herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The price of this one-year renewal shall increase by 2.8% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region, for the services provided by Ceres during the term of this extension.

3. The term of this contract renewal agreement shall run thru June 30th, 2026, and is the second optional one-year renewal.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

CERES ENVIRONMENTAL SERVICES INC.

By: _____
Name and Title

Printed _____

Date: _____

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____

Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES
Crowder Gulf Joint Venture, Inc.

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Crowder Gulf Joint Venture Inc.; and

WHEREAS, the parties desire to enter into the second of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16; and

WHEREAS, the parties have agreed to a 2.8% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region.

NOW, THEREFORE, THE CITY AND CROWDER GULF JOINT VENTURE Inc., AGREE AS FOLLOWS:

1. The City and Crowder Gulf Joint Venture Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being incorporated by reference herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The price of this one-year renewal shall increase by 2.8% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region, for the services provided by Crowder during the term of this extension.

3. The term of this contract renewal agreement shall run thru June 30th, 2026, and is the second optional one-year renewal.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

CROWDER GULF JOINT VENTURE INC.

By: _____
Name and Title

Printed _____

Date: _____

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____
Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES
Phillips & Jordan, Inc.

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Phillips & Jordan Inc.; and

WHEREAS, the parties desire to enter into the first of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16; and

WHEREAS, the parties have agreed to a 2.8% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region.

NOW, THEREFORE, THE CITY AND PHILLIPS & JORDAN Inc., AGREE AS FOLLOWS:

1. The City and Phillips & Jordan Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being incorporated by reference herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

2. The price of this one-year renewal shall increase by 2.8% CPI-U (Consumer Price Index for all Urban Consumers) increase to the individual costs, based upon the U.S. Bureau of Labor Statistics for the Southeast Region, for the services provided by Crowder during the term of this extension.

3. The term of this contract renewal agreement shall run thru June 30th, 2026, and is the second optional one-year renewal.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

PHILLIPS & JORDAN INC.

By: _____
Name and Title

Printed: _____

Date: _____

Attest: _____
Sharon Taylor-Harding, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____ Date _____

Carrie Avallone, City Attorney

END OF CONTRACT FOR SERVICES

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL OF THE RENEWAL OF THE EMERGENCY DEBRIS MONITORING AGREEMENTS.

May 13, 2025

Background:

In 2019, the city participated in a joint procurement process with the City of Holly Hill and the City of South Daytona for Emergency Debris Monitoring Services. The City of Holly Hill was the lead overseeing the procurement process, however, a representative from each city participated in the evaluation process.

Based on the evaluation results, three (3) companies were recommended and awarded a contract:

- Rostan Solutions Inc
- Tetra Tech Inc
- Thompson Consulting Services LLC

The agreement included an initial term of five (5) years from June of 2019 thru June of 2024 with five (5) one (1) year renewal options. This request is the second optional renewal and would run from June 2025 to June 2026.

Approval of the one (1) year renewals will put us in the best spot to activate these agreements ahead of a storm or event.

Fiscal Analysis:

Dependent on the storm and the amount and type of debris.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

2025 Tetra Tech Renewal Package.pdf
2025 Rostan Renewal Package.pdf
2025 Thompson Renewal Package.pdf

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS MONITORING SERVICES
Tetra Tech Inc.

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS MONITORING SERVICES, via RFP 19-PW-15; and

WHEREAS, the City accepted the qualifications of Tetra Tech Inc, and

WHEREAS, the parties desire to enter into the second of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-15; and

WHEREAS, statutes, laws and requirements of federal contracts changed since the parties entered into a contract in 2019 for Emergency Debris Monitoring services; and

WHEREAS, the parties amended the contract to add, amend, and include the additional terms and forms in the 2024 contract renewal; and

NOW, THEREFORE, THE CITY AND TETRA TECH INC, AGREE AS FOLLOWS:

1. The parties agree to renew the contract for an additional one-year term which shall run thru June 30th, 2026, and is the second optional one-year renewal.

2. The City and Tetra Tech Inc, agree to all remaining terms and conditions as stated and contained in the Emergency Debris Monitoring Services, RFP 19-PW-15, including any/all Attachments, Addenda, and the firms Request for Proposals response submitted, each being by reference incorporated herein, including the additional terms, conditions, and addendum to the 2024 contract renewal. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP response of the firm and Florida law.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

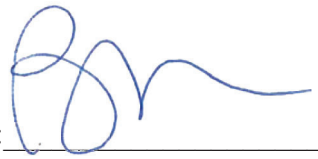
TETRA TECH INC

By: _____

Printed: Jonathan Burgiel, Business Unit President

Date: May 6, 2025

Attest: _____
Sharon Taylor-Harding, City Clerk

Attest: 

Print Name: Betty Kamara, Sr. Contracts Administrator

Address: _____

Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751

APPROVED AS TO CORRECTNESS AND FORM

By: _____
Carrie Avallone, City Attorney

Date: _____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Tetra Tech, Inc.

Authorized Signature: _____ Date: 04/22/2025

Printed Name: Jonathan Burgiel

Title: Business Unit President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of April, 2025, by Jonathan Burgiel, as Business Unit President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

_____
Melissa Cremeans
My Commission Expires: [redacted]/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2024

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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corp	15105
INSURER B:	American International Group UK Ltd	AA1120187
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
1 S Wacker Drive
37th Floor
Chicago IL 60606 USA

COVERAGES **CERTIFICATE NUMBER:** 570108393776 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL6676804	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 6676805	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4068970 AOS PS4068969 WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Environmental Contractors and Prof			03120276 Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim Aggregate	$5,000,000 $5,000,000

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

City of New Smyrna Beach is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies as required by written contract. General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy provisions. General Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies as required by written contract. Stop Gap Coverage for the following states: OH, WA, WY, ND.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 309

Certificate No : 570108393776

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects or locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization as required by written contract or agreement that is executed prior to the loss.	All of your projects or locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract or agreement that is executed prior to the loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	**Designated Job Site:**
As required by written contract or agreement that is executed prior to the loss.	On or Within 50 feet of Railroad

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
All "construction projects" away from premises owned, rented or leased by the Named Insured(s). $4,000,000 per "project" with the maximum annual General Aggregate Limit for the policy term capped at $40,000,000.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): All locations you own, rent or occupy and as per schedule on file with the company. $4,000,000 per location with the maximum annual general aggregate limit for the policy term capped at $40,000,000.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Any person or organization as required by written contract or agreement that is executed prior to the loss.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

(1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).

(2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:

(a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and,

(b) While such written contract is in force, or until the end of the policy period, which ever occurs first**.**

(3) How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or,

(b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

(4) Exclusions

(a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.

(b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization as required by written contract or agreement that is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

CHANGE

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. CA 6676805 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____
(Countersignature by the Broker or Agent shall only occur in the mailing states that require countersignature)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AK, AZ, AR, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NM, NY, NC, OK, OR, PA, RI, SC, SD, TN, VT, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
WI

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. PS 4068969 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be __0__% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any Person or Organization as required by written contract or agreement that is executed prior to the loss.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. ( ) Specific Waiver

   (X) Blanket Waiver
   Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

2. Operations:

3. Premium: $
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. LDC4068970 Endorsement No.

Named Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

SCHEDULE

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2024 Policy No. LDC4068970 Endorsement No.

Insured TETRA TECH, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

© 2000 National Council on Compensation Insurance, Inc.

CONTRACT RENEWAL
FOR EMERGENCY DEBRIS MONITORING SERVICES
Rostan Solutions LLC

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS MONITORING SERVICES, via RFP 19-PW-15; and

WHEREAS, the City accepted the qualifications of Rostan Solutions LLC, and

WHEREAS, the parties desire to enter into the second of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-15; and

WHEREAS, statutes, laws and requirements of federal contracts changed since the parties entered into a contract in 2019 for Emergency Debris Monitoring services; and

WHEREAS, the parties amended the contract to add, amend, and include the additional terms and forms in the 2024 contract renewal; and

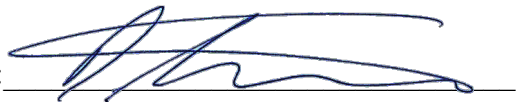
NOW, THEREFORE, THE CITY AND ROSTAN SOLUTIONS LLC, AGREE AS FOLLOWS:

1. The parties agree to renew the contract for an additional one-year term which shall run thru June 30th, 2026, and is the second optional one-year renewal.

2. The City and Rostan, agree to all remaining terms and conditions as stated and contained in the Emergency Debris Monitoring Services, RFP 19-PW-15, including any/all Attachments, Addenda, and the firms Request for Proposals response submitted, each being by reference incorporated herein, including the additional terms, conditions, and addendum to the 2024 contract renewal. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP response of the firm and Florida law.

CITY OF NEW SMYRNA BEACH	ROSTAN SOLUTIONS LLC
By: _____	By: _____
Fred E. Cleveland, Mayor	Travis Mays, Principal/Vice President
Date: _____	Date: 05/06/2025

Attest: _____
Sharon Taylor-Harding, City Clerk

Attest: 

Print Name: Darius Stankunas, Principal/President

Address: _____

Address: 3433 Lithia Pinecrest Rd, Suite 287, Valrico, FL 33596

APPROVED AS TO CORRECTNESS AND FORM

By: _____ Date: _____
Carrie Avallone, City Attorney

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of NEW SMYRNA BEACH ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: RUSTAN SOLUTIONS LLC

Authorized Signature: _____ Date: 09/23/25

Printed Name: TRAVIS MAYS

Title: PRINCIPAL / VICE PRESIDENT

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of April, 2025, by Travis Mays, as Principal/Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

CHRISTOPHER BELLAVIA
NOTARY PUBLIC
My Comm. Exp. Jan 6, 2031
STATE OF SOUTH CAROLINA

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 1/6/2031

ROSTSOL-01 CGONZALEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2025

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
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME: Shelia Robertson
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No):
E-MAIL ADDRESS: SRobertson@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeland Insurance Company of New York	34452
INSURER B : Travelers Casualty Insurance Company of Americ	19046
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rostan Solutions, LLC
3433 Lithia Pinecrest Rd #287
Valrico, FL 33596

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		793012804-0001	9/29/2024	9/29/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractor Pollution						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			BA2X192989	9/29/2024	9/29/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			793012805-0001	9/29/2024	9/29/2025	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		UB5J864819	9/29/2024	9/29/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab			793012804-0001	9/29/2024	9/29/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Smyrna Beach is included as additional insured under the terms and conditions of the attached forms on the General Liability policy, when additional insured status is required by written contract.

CERTIFICATE HOLDER
City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL

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

AUTHORIZED REPRESENTATIVE

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CONTRACT RENEWAL
FOR EMERGENCY DEBRIS MONITORING SERVICES
Thompson Consulting Services LLC

WHEREAS, the City of New Smyrna Beach (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS MONITORING SERVICES, via RFP 19-PW-15; and

WHEREAS, the City accepted the qualifications of Thompson Consulting Services LLC, and

WHEREAS, the parties desire to enter into the second of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-15; and

WHEREAS, statutes, laws and requirements of federal contracts changed since the parties entered into a contract in 2019 for Emergency Debris Monitoring services; and

WHEREAS, the parties amended the contract to add, amend, and include the additional terms and forms in the 2024 contract renewal; and

NOW, THEREFORE, THE CITY AND THOMPSON CONSULTING SERVICES LLC, AGREE AS FOLLOWS:

1. The parties agree to renew the contract for an additional one-year term which shall run thru June 30th, 2026, and is the second optional one-year renewal.

2. The City and Thompson, agree to all remaining terms and conditions as stated and contained in the Emergency Debris Monitoring Services, RFP 19-PW-15, including any/all Attachments, Addenda, and the firms Request for Proposals response submitted, each being by reference incorporated herein, including the additional terms, conditions, and addendum to the 2024 contract renewal. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP response of the firm and Florida law.

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

Date: _____

THOMPSON CONSULATING SERVICES, LLC

By: _____ President
Name and Title

Printed: Jon Hoyle, President

Date: 05/07/2025

Lydi

Attest: _____
Sharon Taylor-Harding, City Clerk

Attest: Lydia Pena

Print Name: Lydia Pena

Address: _____

Address: 2601 Maitland Center Parkway, Maitland, FL 32751

APPROVED AS TO CORRECTNESS AND FORM

By: _____
Carrie Avallone, City Attorney

Date: _____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Thompson Consulting Services, LLC

Authorized Signature: _____ Date: 4/23/2025

Printed Name: Jon Hoyle

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of April, 2025, by Jon Hoyle, as President on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped Lydia Pena

My Commission Expires: May 23, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/3/2025

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
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: Patty_Savage@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 1295152303 **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	X **COMMERCIAL GENERAL LIABILITY**			VRS0007945	2/1/2025	2/1/2026	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Contractors Pollution Liability			VRS0007945	2/1/2025	2/1/2026	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EMERGENCY DEBRIS MONITORING SERVICES.
Certificate holder is named as an additional insured on the General Liability when required by written contract. Insurance is primary and non-contributory when required by written contract. A Waiver of Subrogation is provided in favor of the certificate holder when required by written contract. 30 day notice of cancellation will be given to the certificate holder when required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL TO APPLY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPETITIVE GRANT WITH THE COUNTY OF VOLUSIA FOR STORMWATER IMPROVEMENTS TO THE HISTORIC WESTSIDE.

May 13, 2025

Background:

This application would be to request funding from the Community Development Block Grant (CDBG) Program through the County of Volusia for the construction of stormwater improvements in the Historic Westside. Staff is requesting to apply for $1,000,000 in grant funding.

Should this grant be awarded, the funding would go towards the construction costs of the Historic Westside stormwater improvement project. This would include trunkline extensions and upsizing, installation of additional outlets, convergence pipe, regrading of swales, and the implementation of water quality measures to reduce overall flooding in the area. Design with TetraTech has been completed. This project would benefit residents that reside in a primarily low and moderate-income (LMI) neighborhood. The City's CDBG Advisory Board is in support of this project and voted on the approval of the application on April 17th, 2025.

Fiscal Analysis:

The total estimated cost of the project is: $5,900,000.
Total Requested CDBG Funding Amount: $1,000,000

This grant does not require a match in order to be awarded, however City Staff has applied for additional funding to help cover the costs of the stormwater project through other sources, such as state legislative grants. The rest of the funds will be covered by the Stormwater Utilities Fund.

Strategic Plan Item:

No

Staff Report Created By: Olivia Thomas - CIP & Grants Coordinator

Attachments:

CDBG Capital Projects Application Historic Westside Stormwater Improvements Application FY25_26.pdf

County of Volusia

FY 2025/26

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of New Smyrna Beach

Applicant Name

Historic Westside Stormwater Improvements

Project Name

Application Checklist

FY 2025/26 CDBG Capital Project - Funding Application Checklist

*Applicant **MUST** place this initialed checklist on top of all submitted proposals.*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
	Section A: **Signed** Applicant Information
	Section B: Project Description
	Section C: National Objective
	Section D: Applicant Capacity
	Section E: Project Support
	Section F: Project Timeframe
	Section G: Project Budget
	Section H: Procurement
	Section I: **Signed** Certification of Construction Need
	Section J: **Signed** Conflict of Interest Statement
	Attached Site Map, Photos, and Plans
	Attached Letter(s) of Support, if applicable
	Attached Public Participation Documentation
	Attached Board, City Commission, or Department Director approval documentation including meeting agendas, meeting minutes, signed resolutions, etc.
	Applicable Procurement Policy (attach only the pages referenced)
	Other (If applicable) N/A

Note: When filling out this application, please refer to the FY 2025/26 CDBG Funding Application Instructions and Guidance.

A. Applicant Information

Name of Applicant: City of New Smyrna Beach

CDBG Primary Contact Name and Title: (should be the same for all proposals) Olivia Thomas - CIP & Grants Coordinator

Email Address: othomas@cityofnsb.com Phone Number: (386) 410-2616

Project Manager Name and Title: (Implementation) Kyle Fegley - City Engineer

Email Address: kfegley@cityofnsb.com Phone Number: (386) 410-2811

Proposed Project Title: Historic Westside Stormwater Improvements

Total Amount Requested: $1,000,000 Total Estimated Project Cost: $$5,000,000

Additional Funds Available to Leverage, if applicable: $4,000,000 State Funds - (POSSIBLE)

Source of Additional Funds, if applicable: City General Funds and other Grant Funding

Physical Location of Proposed Project: City of New Smyrna Beach - Historic Westside

Certifying Representative
▪ Person authorized to sign contract, if project is selected ▪ Please sign in **BLUE INK**
To the best of my knowledge and belief, data in this proposal are true and correct and the **governing body of the applicant has duly authorized the document.**

Signature:

Name: Kevin Cowper **Date Signed**

Title: City Manager

B. Project Description

Type of Project:

- ☐ Senior Centers
- ☐ Clearance/Demolition/Asbestos Removal
- ☐ Facilities for Persons with Disabilities
- ☐ Homeless Facilities (not operating costs)
- ☐ Youth Centers
- ☐ Neighborhood Facilities
- ☐ Parks, Recreational Facilities
- ☐ Parking Facilities
- ☐ Solid Waste Disposal Improvements
- ☒ Water/Sewer Improvements
- ☐ Street/Sidewalk Improvements
- ☐ Non-Residential Historic Preservation
- ☐ ADA Accessibility
- ☐ Public Facility Improvements (General)

Exact Location/Project Address:
Provide a site map clearly identifying where on the site the proposed project will take place.

The referenced residential area is located just north of Canal Street and west of US 1 and an exhibit depicting the area to be improved has been attached.

If applicable, please indicate the following:

Address Start: _____ Address End: _____

Linear Feet: _____

Summary of Project:
Provide a detailed description of the project to include the entire scope of work. Elements of the project not included in this section of the application may not be considered once awarded.

The Historic Westside stormwater improvement project would occur within Census Blocks 829.03 Block 1 & 4, which are designated low-moderate income areas. This neighborhood, located inland just north of Canal Street and west of US 1, has experienced ongoing flooding issues. The project will feature a mix of solutions, including trunkline extensions and upsizing, installation of additional inlets, convergence pipe, regrading of swales, and the implementation of water quality measures to reduce overall flooding in this area. Additional supporting scope of work documentation will be provided in an attachment.

Planning Status:
Provide a description of where the project is at in the planning phase. Will engineered plans be required for this project? If yes, are those plans completed or underway? If plans are underway, describe when they are set to be completed. Attach relevant documents to support which may include completed plans, a timeline provided by the engineer creating the plans, etc.

The engineered plans are approximately 90% complete and are expected to be completed by the end of May 2025. Once the plans are completed, the City of New Smyrna Beach will be going out to construction for the project. The required agency permits are also nearly issued. An FDOT permit has been acquired as well as a St. Johns Water Management General Permit. The City may require a County Right of Way Use Permit, which would take approximately 60 days to acquire.

Project Need and Justification:

Describe the underlying purpose and need for the proposed project, including any alternatives considered, and how the proposed project is intended to address housing and/or community development needs.

The Historic Westside area has had a perpetual flooding issue that has become even more aparent during the most recent hurricanes in 2022 and 2024. The project area requires improved stormwater infrastructure to reduce the overall flooding impacts on low and moderate income households, which would improve the neighborhood's capacity to withstand severe weather conditions and recover faster when they do occur.

Project Location Status:

Is a project currently underway at the same location (phased project)? Is yes, when will the current phase be completed? What steps are you taking to ensure the current project is substantially completed prior to October 1, 2025?

Yes, this project is currently in Phase 1 (Design). Currently, design is 90% complete, and the majority of permits have been acquired. It is anticipated that this project will be shovel-ready by October 1st, 2025. The City will move forward with procurement if awarded funding. No additional construction projects are being completed at the proposed location.

Anticipated Accomplishments and/or Outcomes:

Describe the anticipated accomplishments and/or outcomes that are expected as a result of the project once completed.

This project aims to significantly reduce flooding within the Historic Westside neighborhood, addressing long-standing issues that impact streets, private lots, and the community's overall resilience against extreme weather events. The project's success will be measured through the overall reduction of standing water within streets and private lots across the neighborhood.

Describe the Designated Service Area and Beneficiaries:

Provide a detailed description, photos, and a map that clearly shows the project site and area that will benefit from the proposed project.

The attached map demonstrates the proposed project site.

Existing Conditions and Trends:

Provide a description of existing conditions, the character, features, and resources of the project area as well as any trends that are likely to continue in the absence of the project. Please cite current data to support your response.

During Hurricane Ian (2022) and Hurricane Milton (2024), the project area experienced significant flooding impacts from these high-rainfall events. In several areas, the flooding reached a depth of 5 feet, with localized areas recording even higher totals.

Hours of Operation:

If the project consists of work for a public facility, describe the hours of operation and/or what they will be once construction is completed. If proposed project is not a public facility, put N/A.

N/A

C. National Objective

Activity will meet a national objective by: *(choose one of the two options)*

☒ **Area Benefit**
Uses census tract data to demonstrate at least 51% of beneficiaries are LMI.
(choose one of the two options)
☒ Census tract block group data
or
☐ Income survey conducted by agency/municipality

☐ **Limited Clientele Benefit**
Uses data for a certain population within the community.
(choose one of the two options)
☐ Will be income verified
or
☐ Presumed low-income by HUD

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
829.03	1	650	395	60.80%
829.03	4	1305	700	53.60%
	Total	1,955	1,095	56.01%

Limited Clientele Benefit: *(if applicable)*

Qualifying group

Number of persons served

D. Applicant Capacity

Similar Projects:

Describe any similar capital projects previously carried out, and the outcomes. Describe any experience with implementing projects utilizing CDBG or other federal funding sources.

The City of New Smyrna is currently working on a similar project for the Corbin Park Stormwater Improvements. The Corbin park project is expected to cost over $6 million dollars and is funded in part by the CDBG-DR Hurricane Ian funding. City staff are well qualified to handle projects of this nature and complexity, as stormwater projects have been a significant priority for the city over the past several years.

Agency Capacity:

Describe the agency's experience and current capacity to manage a capital project. Describe the agency's capacity to complete a competitive solicitation, oversee grant compliance, and manage contractors.

The City of New Smyrna Beach has a team of highly qualified staff who are adept at managing capital projects with efficiency and precision. Their expertise extends to oversight of grants, ensuring that funds are utilized effectively and in alignment with project goals. Additionally, they excel in managing contractors, ensuring that all work is completed to the city's standards and within stipulated timelines. The team is also proficient in executing competitive soliciations, ensuring that procurement processes are fair, transparent, and yield the best value for the city. With their thorough and professional approach, the City of New Smyrna Beach is well equipped to handle capital projects successfully and have a proven track record of projects such as Corbin Park. The city can complete the project on a reimbursement basis.

Past Contracts:

Has the agency ever been required to return funds because of non-compliance or due to the inability to expend funds during the contract period? If yes, explain the reason why, and how long ago this took place.

No.

Feasibility of Maintaining Project:

Explain future maintenance as a result of the project.

The City of New Smyrna intends on maintaining the new stormwater infrastructure based on the recommended maintenance schedule prescribed by the Engineer and Maintenance Operations divisions. By incorporating the improvements into a GIS data

---

base, with routine information and cleaning to be performed as needed to keep the system operating efficiently.

E. Project Support

Public Support:

Describe the actions that were taken to gather public support for the project. Describe the activities taken to inform the public of the proposed project (public meetings, notices, letters, etc.). Attach copies of proof of public participation including meeting documents, notices, letters of support, etc.

There is significant public support for this project. The City of New Smyrna Beach holds monthly CDBG Advisory Board meetings that are open to the public, and we have had high attendance numbers in support of a project of this nature. Two public meetings were conducted and received information regarding problematic areas. This project is endorsed by the community at large.

Municipality Support (Non-profit Organizations):

Review the requirements for non-profits as described in the "Funding Application Instructions and Guidance". If you are unable to obtain a letter of support by the application due date, explain in the space below the steps your organization will take to ensure support is provided no later than June 15, 2025. Cities, county departments, and non-profits with project located within unincorporated Volusia County, put N/A.

N/A

Governing Body Support:

Review the requirements for non-profits as described in the "Funding Application Instructions and Guidance". Attach proof of support by the applicant's governing body. If you are unable to obtain approval by the application due date, explain in the space below the steps your organization will take to ensure support is provided no later than June 15, 2025. Non-profits without a governing body or board, put N/A.

The agenda item for support of this application will go before the New Smyrna Beach City Commission on May 13th, 2025.

F. Project Timeframe

Implementation Responsibility:

Who will be implementing the construction of the proposed project?

☐ Agency/Municipality Employees
☒ Contractor
☐ County of Volusia Employees (only applies to internal departments/divisions)

Comments about implementation responsibility (if needed):

N/A

Plan of Action:

Plan of Action (POA) below will become part of the Subrecipient Agreement if project is approved. Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director, etc.), what factors were considered, what is unique to this project timeline, and note any potential concerns or delays. Projects that show proof of being shovel ready by October 1, 2025 will be prioritized. See application instructions for an example POA.

The Plan of Action (POA) was created by Ms. Olivia Thomas, the CIP and Grants Coordinator for the City. She was assisted by the City Engineering deparement and received multiple viewpoints regarding the proposed timeline of this project. Timelines for acquiring permits, procurement, city commission deadlines, and historical data regarding similar type projects were considered in the determination of the approximately 2 year project length. The potential delays to this project would relate to unforeseen circumstances such as major weather events (i.e. Hurricanes) or poor contractor performance.

CDBG FY 2025/26 Plan of Action		
Milestones	**Planned Date**	**Notes (not required)**
Authorization to Proceed (ATP) Received	**10/1/25**	**Remaining dates will adjust if ATP is not received by this date**
Technical Design & Procurement Documents Complete	**12/01/2025**	
Complete Solicitation Package Submitted to Volusia County	**02/01/2026**	
Solicitation Package Approved by Volusia County (Allow one week)	**02/07/2026**	
Solicitation Advertised	**03/15/2026**	
Pre-Solicitation Meeting	**04/01/2026**	
Solicitation Opening	**06/01/2026**	
Contract Award	**07/01/2026**	
Pre-Construction Meeting	**07/14/2026**	
Issue a Notice to Proceed	**07/21/2026**	
Project Start Date	**08/01/2026**	

Project Completed	**08/01/2027**	
All Reimbursement Requests Submitted to Volusia County	**12/31/2027**	

G. Project Budget

Applicants must either fill out the following budget or attach an additional budget.

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other: State Appropriations
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	$	$	$	$
Labor Costs	$	$	$	$
Engineering Services	$520,598	$	$520,598	$
Other: Construction	$5,321,818	$1,000,000	$321,818	$4,000,000
Other: _____	$	$	$	$
Other: _____	$	$	$	$
SOURCE TOTAL (Column total)		$	$	$
TOTAL PROJECT COST (the total project costs, all funding sources)	**$5,842,416**			

Please note, due to the grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than $1,000 will revert to countywide funds.

Description of Budget:

Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If the project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.

The total expected budget for the Historic Westside Stormwater Improvements has been estimated to cost approximately $5.9 milion dollars, which is in-line with other similar project costs. The City has already pursued design for this project, which the total costs have amounted to $520,598. This has been paid for through the use of the Stormwater Utility revenue funds the City collects from a resident tax. The estimate cost for this project has been provided by Tetratech, the consulting firm who is completing the design. We believe that this estimated cost is consistent with other like-type projects, such as the Corbin Park Stormwater improvement project, which is estimated to cost upwards of $6 million dollars. The City has several funding concerns for this project - if the State legislature appropriations committee does not award funding for this project, then the City may have to acquire a loan to leverage the Stormwater Utlities revenue to fund the project.

Leveraged Funds:

Clearly explain what funds, if any, are being used to match CDBG funds for the project. If any funds are anticipated, but are not currently in hand, please note that here (ex: pledges).

The City of New Smyrna Beach plans to leverage both the City's Stormwater Utility fund and Florida State Legislature Appropriations funding for this project. Due to the large and complex nature of this project, the construction phase would be dependant on receiving the state and CDBG grant funding. The appropriation funding applications are included in the supporting documentation. The City anticipates hearing a determination concerning the appropriation funding during mid-summer 2025. The City is also open to considering a potential loan to complete the project if the CDBG funds were to be awarded.

Outstanding Balance:

Explain any remaining CDBG balances from prior year capital projects.

At of the time of this application, the City of New Smyrna Beach has two (2) outstanding projects from the FY2024/2025 fiscal year. The Pettis Park Pavilion project has a remaining balance of $122,082, and the Pettis Park Shade Structure project has a balance of $120,000. Both projects are anticipated to be fully closed out and funds expended by December 31st, 2025.

H. Procurement

Eligible procurement:

Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the strictest of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of $50,000 for small purchases, which will be outlined in the FY 2025/26 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

Method of Procurement to be Used for this Project:

Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the agency or municipality implementing the project. Attach the page of the policy that applies to the reference to this submission.

RFQ - Request for Quote

Procurement Reasoning:

Clearly explain why the method of procurement noted above is the best choice for this project.

An RFQ method is ideal for the Historic Westside stormwater project as it focuses on selecting qualified professionals with proven expertise in flood mitigation and environmental improvements. This process ensures the City secures a team capable of delivering innovative solutions like trunkline enhancements, swale regrading, and water quality measures such as nutrient-separating baffle boxes and rain gardens. The RFQ aligns with the City's strategic goals, emphasizing expertise, sustainability, and transparency over initial costs.

Additionally, combining the RFQ with a fixed-price contract offers significant benefits. It ensures cost certainty, allowing the City to budget effectively without unexpected expenses. Fixed-price contracts also incentivize contractors to adhere to timelines and deliver agreed-upon outcomes, ensuring the project remains on track and meets the established goals for flood reduction and resilience.

Procurement Management:

Explain who will be responsible for implementing the procurement method above, including their position. Explain past solicitations completed that show the capacity to complete a

competitive solicitation (how it was advertised, type of projects, dollar amounts of projects, etc.).

Mrs. Janet Vivian, Purchasing Coordinator, will be responsible for implementing the procurement method, with assistance from the Capital Projects Department, Engineering, and the Community Resource department. Mrs. Vivian handles all of the competitive solicitations for the City, and has proven to be very capable of handling all types of procurement requests.

I. Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The agency or municipality that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Agencies and municipalities should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the agency or municipality incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different agencies and jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the agency or municipality would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Name and Title of Certifying Employee: Kyle Fegley, City Engineer

Email Address: kfegley@cityofnsb.com Phone Number: (386) 410-2811

Proposed Project Title: Historic Westside Stormwater Improvements

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☒ Rehabilitation ☒ New Construction

Reason for determination given:
Attach additional pages or documentation as needed.

Ongoing flooding concerns in the Historic Westside neighborhood of New Smyrna Beach must be addressed.

Kyle Fegley		
Certifying Employee Printed Name	**Certifying Employee Signature**	**Date**

J. Conflict of Interest Statement

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) ***Applicability.*** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) ***Conflicts prohibited.*** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) ***Persons covered.*** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) ***Exceptions.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

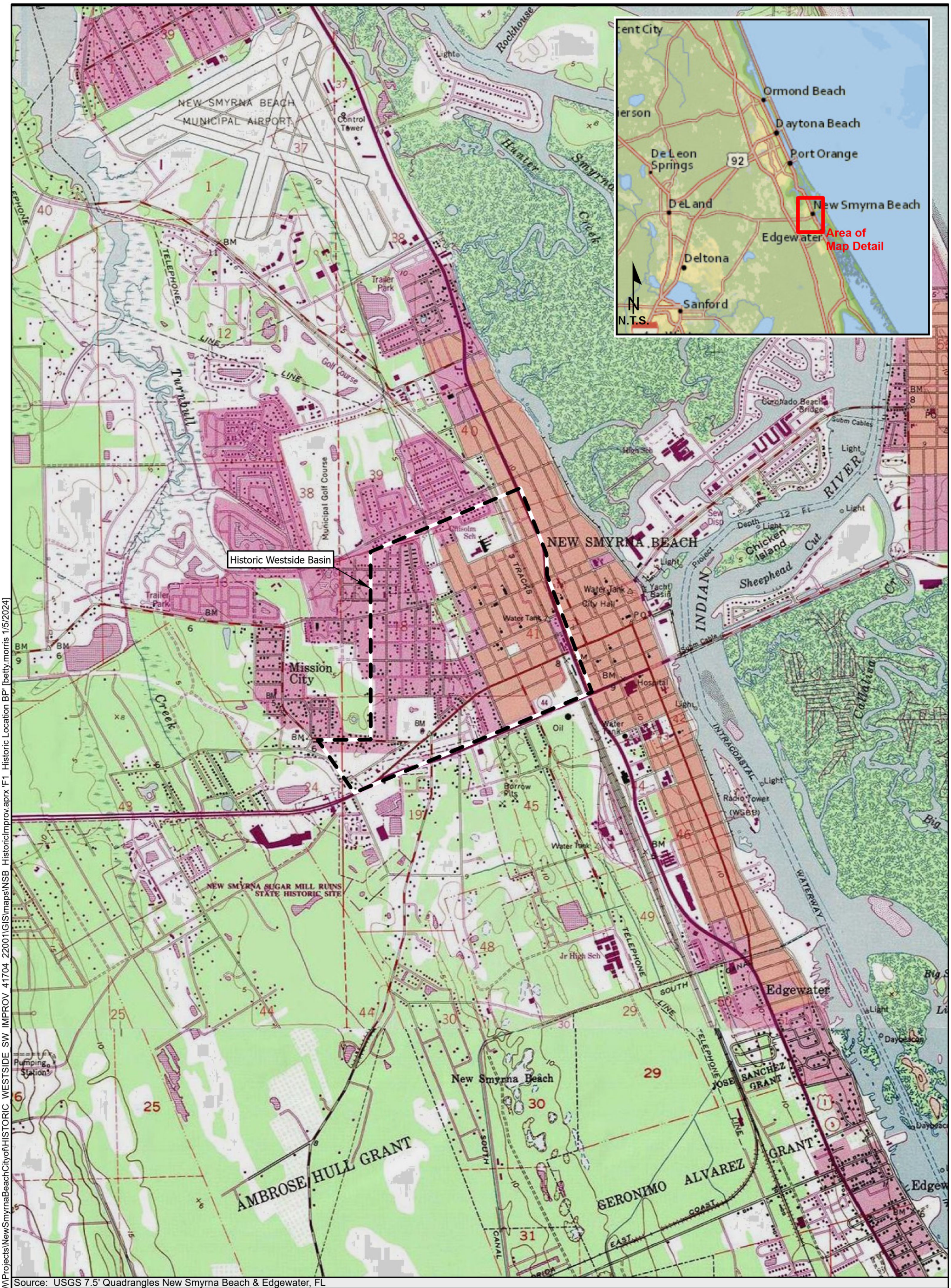
(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available.
(ii) Whether an opportunity was provided for open competitive bidding or negotiation.
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section.
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	**Conflicts/Potential**

Kevin Cowper	Olivia Thomas
Authorized Official	**CDBG Liaison**
Signature	**Date**	**Signature**	**Date**



Source: USGS 7.5' Quadrangles New Smyrna Beach & Edgewater, FL

LEGEND

Historic Westside Basin

TETRA TECH

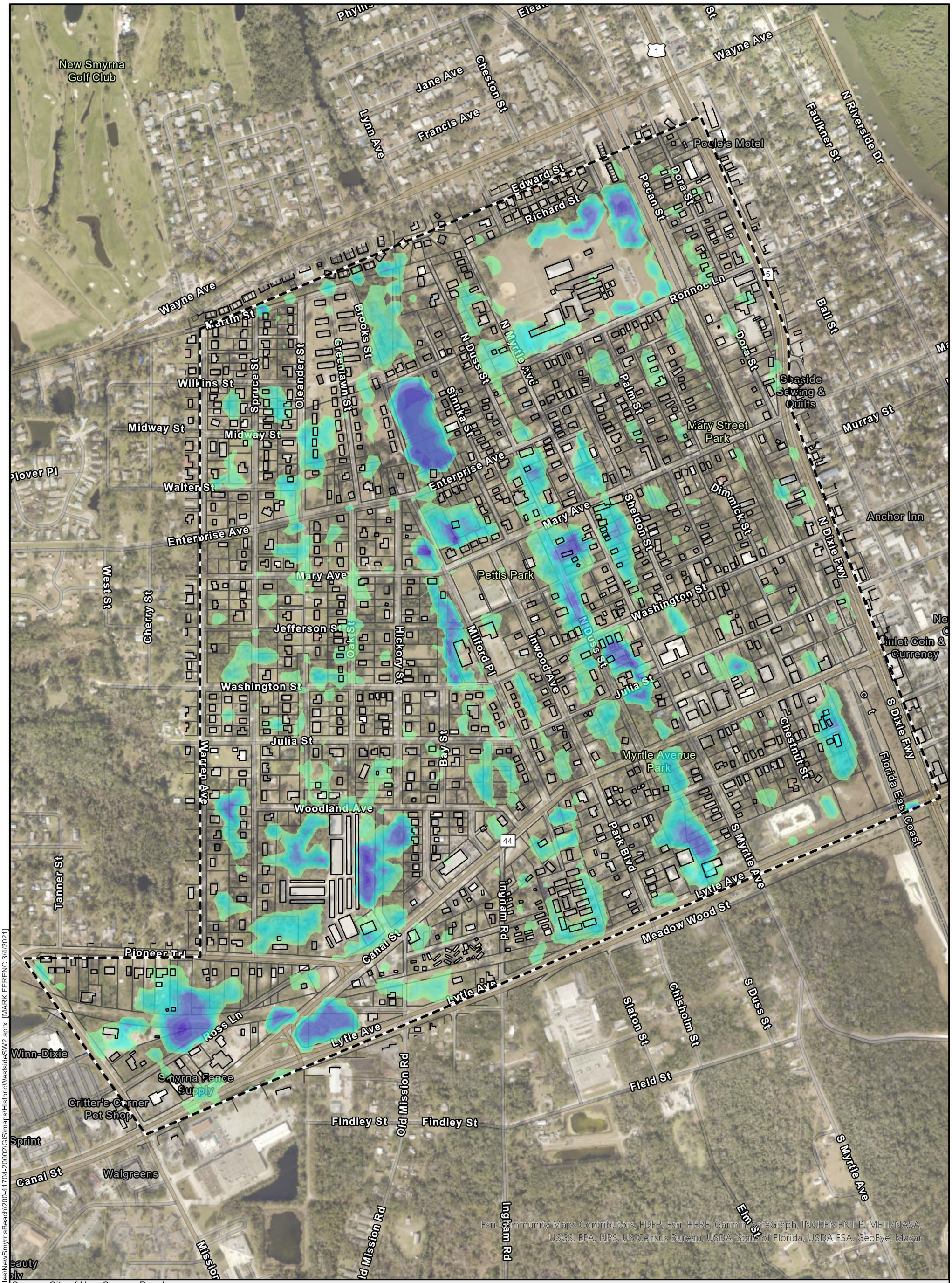
0 N 2,000 Feet

CITY OF NEW SMYRNA BEACH
HISTORIC WESTSIDE STOMRWATER IMPROVEMENT

LOCATION MAP

FIGURE 1

\\etss706gisfs1\CORPArcGisShare\IEW\Projects\NewSmyrnaBeachCityof\HISTORIC_WESTSIDE_SW_IMPROV_41704_22001\GIS\maps\NSB_HistoricImprov.aprx 'F1_Historic Location BP' [betty.morris 1/5/2024]



Source: City of New Smyrna Beach

LEGEND

- Historic Westside Basin
- Building Footprint
- Parcel

Existing Flood Depth (ft)
2-Yr / 24-Hr Storm

- 0.3
- >0.3 - 0.4
- >0.4 - 0.5
- >0.5 - 0.6
- >0.6 - 0.75
- >0.75 - 1
- >1 - 1.25
- >1.25 - 1.5
- >1.5 - 1.75
- >1.75 - 2
- >2 - 3
- >3- 4
- >4

TETRA TECH

0 600 Feet N

CITY OF NEW SMYRNA BEACH
HISTORIC WESTSIDE AREA SW MGMT

EXISTING FLOOD DEPTH
2-YEAR / 24-HOUR STORM

FIGURE 5-1

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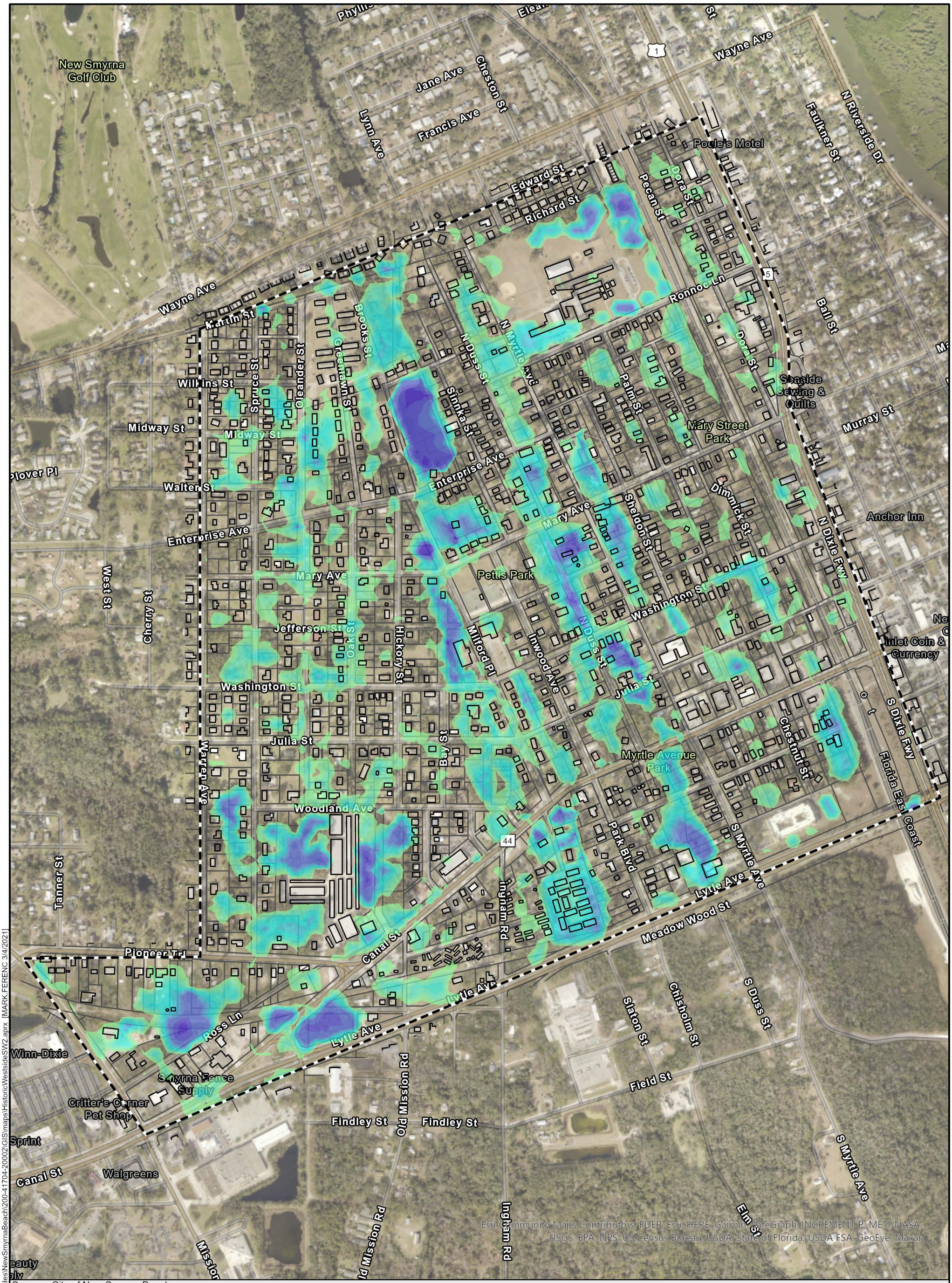

Source: City of New Smyrna Beach

LEGEND

- Historic Westside Basin
- Building Footprint
- Parcel

Existing Flood Depth (ft)
10-Yr / 24-Hr Storm

- 0.3
- >0.3 - 0.4
- >0.4 - 0.5
- >0.5 - 0.6
- >0.6 - 0.75
- >0.75 - 1
- >1 - 1.25
- >1.25 - 1.5
- >1.5 - 1.75
- >1.75 - 2
- >2 - 3
- >3- 4
- >4

TETRA TECH

0 600 Feet

CITY OF NEW SMYRNA BEACH
HISTORIC WESTSIDE AREA SW MGMT

EXISTING FLOOD DEPTH
10-YEAR / 24-HOUR STORM

FIGURE 5-2

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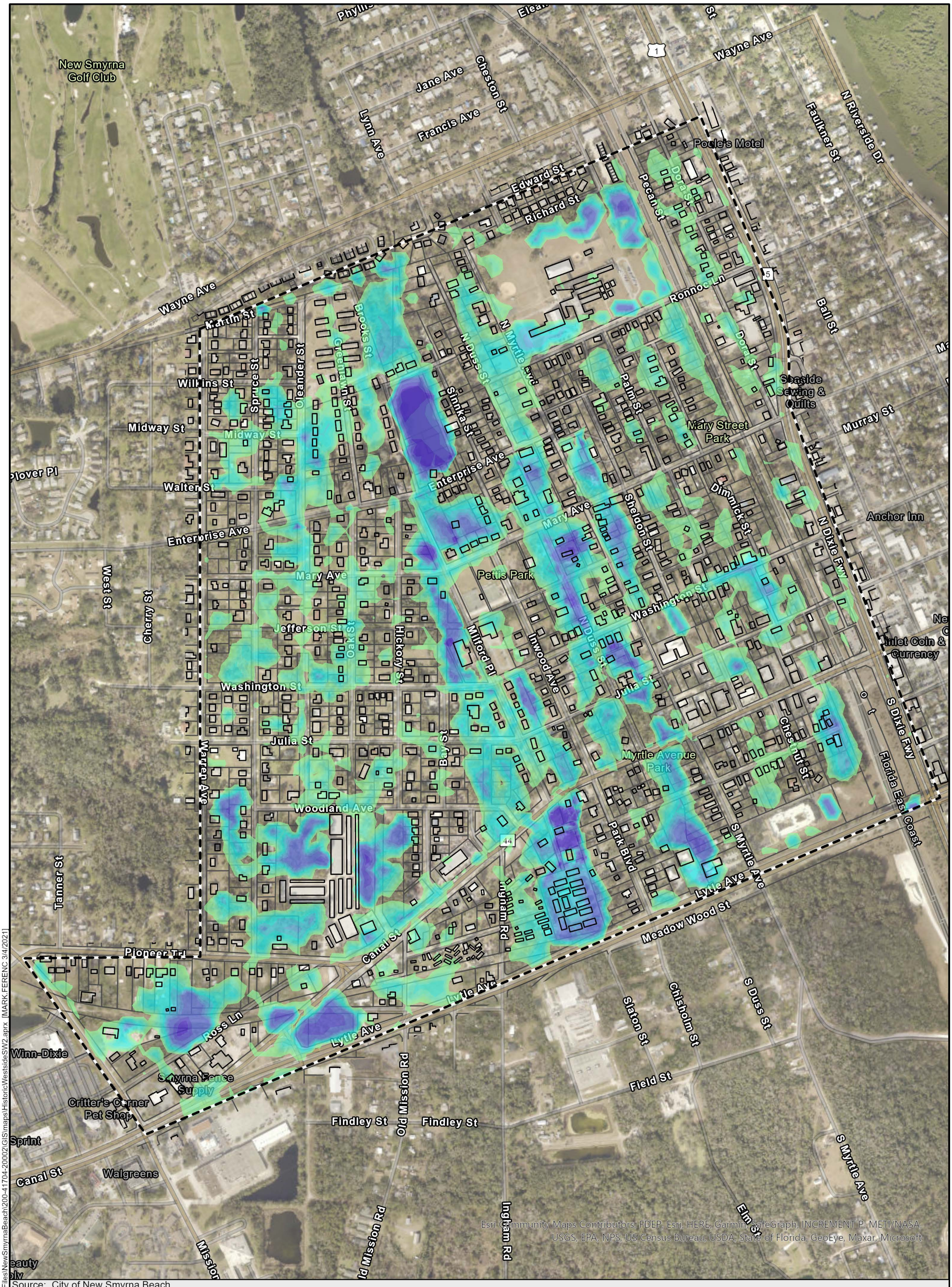


Source: City of New Smyrna Beach

LEGEND

- Historic Westside Basin
- Building Footprint
- Parcel

Existing Flood Depth (ft)
25-Yr / 24-Hr Storm

- 0.3
- >0.3 - 0.4
- >0.4 - 0.5
- >0.5 - 0.6
- >0.6 - 0.75
- >0.75 - 1
- >1 - 1.25
- >1.25 - 1.5
- >1.5 - 1.75
- >1.75 - 2
- >2 - 3
- >3- 4
- >4

TETRA TECH

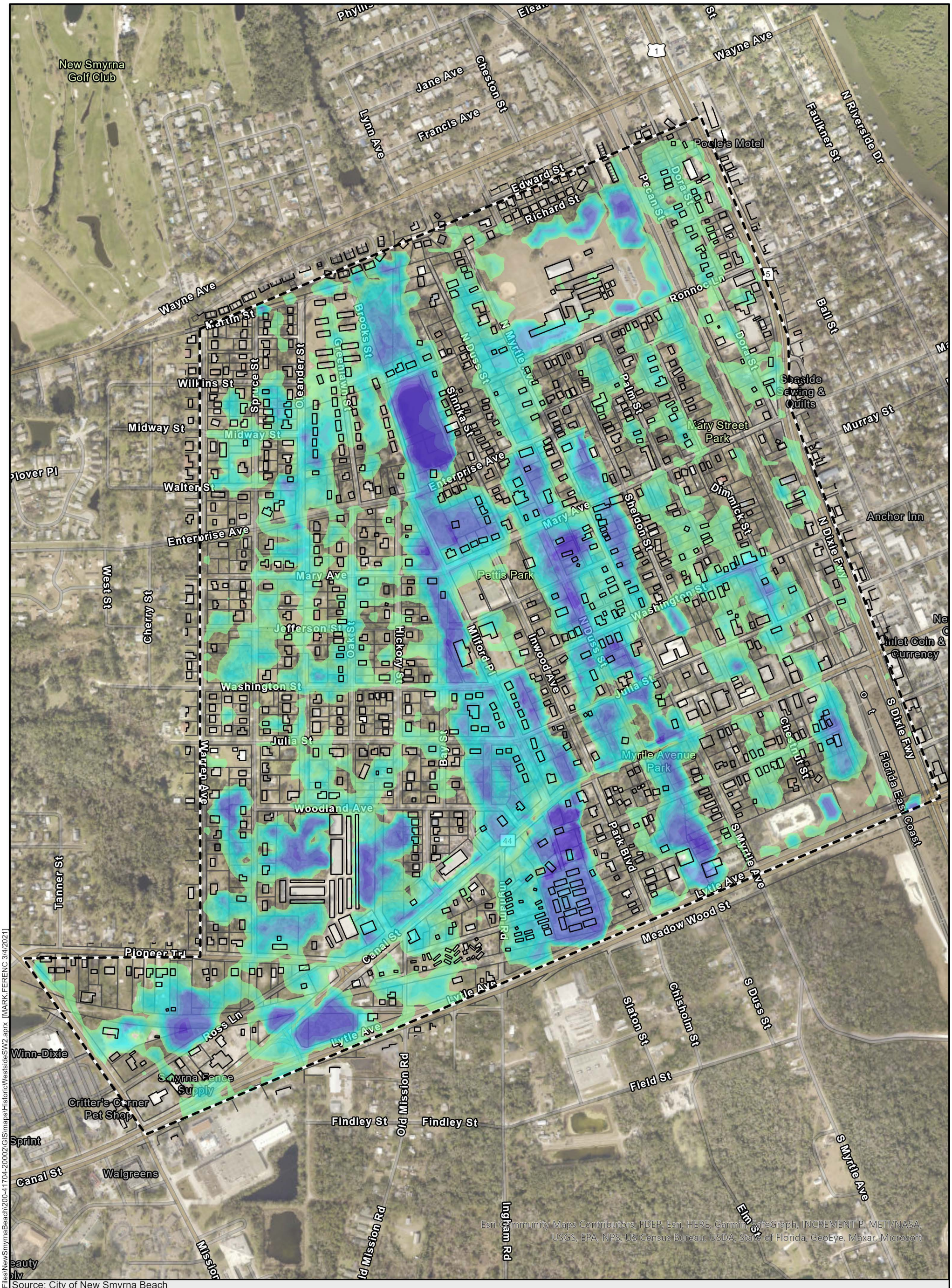
0 600 Feet

CITY OF NEW SMYRNA BEACH
HISTORIC WESTSIDE AREA SW MGMT

EXISTING FLOOD DEPTH
25-YEAR / 24-HOUR STORM

FIGURE 5-3

C:\Users\mark.ferenc\Documents\Network Files\NewSmyrnaBeach\200-41704-20002\GIS\maps\HistoricWestsideSW2.aprx [MARK.FERENC 3/4/2021]



Source: City of New Smyrna Beach

LEGEND

- Historic Westside Basin
- Building Footprint
- Parcel

Existing Flood Depth (ft)
100-Yr / 24-Hr Storm

- 0.3
- >0.3 - 0.4
- >0.4 - 0.5
- >0.5 - 0.6
- >0.6 - 0.75
- >0.75 - 1
- >1 - 1.25
- >1.25 - 1.5
- >1.5 - 1.75
- >1.75 - 2
- >2 - 3
- >3- 4
- >4

TETRA TECH

0 600 Feet

CITY OF NEW SMYRNA BEACH
HISTORIC WESTSIDE AREA SW MGMT

EXISTING FLOOD DEPTH
100-YEAR / 24-HOUR STORM

FIGURE 5-4

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Annual Public Hearing-CDBG Projects
Babe James Community Center @ 6pm
Date: January 16th, 2025

Time-In	Name	E-Mail
5:45	Mildred B. White	mildredwhite19421@outlook.com
5:45	La Lang Pride	
6:00	Patrice Smith	patrice.smith02.ps@gmail.com
6:00	Sylvia Devaux	sdevaux@Bellsouth.net
6:00	Tommie Devaux	
5:55	Donald Simpson	jesimp54@yahoo.com
5:55	Judith Simpson	giants ny24@yahoo.com
5:58	Chance McElveen	CMCELVEEN@BGCVFC.ORG
5:47pm	Olivia Thomas	othomas@cityofnsb.com
6:00	Christy Bell	CBell577@aol.com
6:00	Timothy Washington	TWASHINGTON7@CFL.RR.COM
6:30	[illegible]	brina366@aol.com

City of New Smyrna Beach – 210 Sams Avenue, NSB, FL 32168

Thursday, January 16th, 2025

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADVISORY BOARD

A meeting was held on January 16th at Babe James Community Center. This shall serve as your official **Minutes** for the, January 16th, 2025 meeting in New Smyrna Beach, FL at 6:00 p.m.

Prayer: CO-Chair

Roll Call: Mrs. Mildred White, Ms. Christy Bell, Ms. Sabrina Smith, Mrs. Sylvia Devaux, Mr. Donald Simpson and Mrs. Judith Simpson, Mr. Timothy Washington, Ms. Patrice Smith, Ms. Irma Terry, Community Resource Coordinator. and Mr. Tommy Devaux (community) Chance McElveen(Boys & Girls Club),Olivia Thomas (Grant Coordinator) and Ms. Pride (Community)

Approval of Minutes:
Minutes approved from September 24th with one correction

Old Business:

- FY 22-23 -23-24 Mary Avenue Tot Lot Project: FY 23-24- The preconstruction meeting took place on September 19th. The contractor met with city staff and the fiscal coordinator to discuss the requirements of the project. A Notice to proceed will be issued within one week.

- FY 24-25-Proposed Project: The county unofficially notified the city by phone that we will be selected to receive the $120,000 for the installation of the shade structure at Pettis Park. Once approved by the county,An agreement will be sent to the new city manager for review.

- FY 24-25-Replacement of the Pavilion in Pettis Park: The Authorization to Proceed and allocation was issued in the amount of $122,082. Maintenance will coordinate removing all of the old equipment with the contractor and replacing new once the project has progressed.

- Discussed potential projects for FY 25/26-Open discussion.

New Business:

- See attached document for new business

Adjourned at 6:41pm

Public Participation and Ideas from Members of the Board

Participants were encouraged to focus on what the needs are in the community and provide feedback from community stakeholders, neighbors and members during the next meeting on a viable project for FY 25/26. Patrice would like to consider other project's besides the parks. Encourage neighbors to get involved with monthly meetings.

Next Meeting: February20th, 2025



Respectfully,

Irma Terry

cc: Mayor and City Commissioners
City Manager
City Clerk
Chairperson, Mildred White

Pursuant to Florida Statues 286.01015, if an individual decides to appeal any decision made by the Community Development Block Grant Advisory Board with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Board Secretary listed below prior to the meeting:

Irma Terry
City of New Smyrna Beach 210
Sams Avenue
New Smyrna Beach, FL 32168
386-314-4849

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL TO APPLY FOR A CDBG (COMMUNITY DEVELOPMENT BLOCK GRANT) COMPETITIVE GRANT FOR STORMWATER IMPROVEMENTS TO THE HISTORIC WESTSIDE.

May 13, 2025

Background:

This application would be to request funding from the Community Development Block Grant (CDBG) Program for the construction of stormwater improvements in the Historic Westside. Staff are requesting to apply for $1,000,000 in grant funding.

Should this grant be awarded, the funding would go towards the construction costs of the Historic Westside stormwater improvement project. This would include trunkline extensions and upsizing, installation of additional outlets, convergence pipe, regrading of swales, and the implementation of water quality measures to reduce overall flooding in the area. Design with TetraTech has completed. This project would benefit residents that reside in a primarily low-and moderate -income (LMI) neighborhood. The CDBG Advisory Board is in support of this project and voted on the approval of the application on April 17th, 2025.

Fiscal Analysis:

The total estimated cost of the project is: $5,900,000.
Total Requested CDBG Funding Amount: $1,000,000

This grant does not require a match in order to be awarded, however City Staff have applied for additional funding to help cover the costs of the stormwater project through other sources, such as state legislative grants. The rest of the funds will be covered by the Stormwater Utilities Fund.

Strategic Plan Item:

No

Staff Report Created By: Olivia Thomas - CIP & Grants Coordinator

Attachments:

FY25-26 CDBG Capital Improvement Project Application - Historic Westside Application.docx

RESOLUTION NO. 62-23

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AMENDING THE PURCHASING POLICY MANUAL; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Staff seeks to update the existing City of New Smyrna Beach Purchasing Policy by amending the Purchasing Policy Manual; and

WHEREAS, the City Commission deems it is in the best interest of the citizens of the City of New Smyrna Beach to adopt the Purchasing Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: That the City Commission hereby amends the Purchasing Policy Manual as more particularly described below. **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

SEE EXHIBIT "A" ATTACHED HERETO; AND MADE A PART HEREOF.

SECTION 2: ***Implementation.*** The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 3: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 4: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 10/17/2023

A contractor who has been permanently debarred may not be reinstated; it may not be a subcontractor to another firm having a contract with the City. If a principal or officer of the debarred or suspended contracting firm becomes a principal or officer of another firm, that other firm shall also be debarred or suspended. If a principal, officer, or employee of the debarred or suspended contractor becomes an employee of another firm, the City may require that employee have no part in any work for the City.

A contractor who has been temporarily barred or suspended from doing business with the City must appeal to the City Manager or designee, to be reinstated.

SECTION 3.6 APPEALS AND REMEDIES

Reconsideration of a decision of the City Manager or designee may be requested by the protester.

A contractor or vendor who has been notified of a proposed debarment action may request in writing that a hearing be held. Such request must be received by the official proposing the action within five days of receipt of notice of the proposed action.

In order to be reinstated, the contractor or vendor shall do any or all of the following, as required at the City's discretion:

(a) Make restitution to the City for any and all losses incurred due to default of the contractor.
(b) Petition the City for reinstatement, and outlining the measures that have been instituted to eliminate the causes of the default.
(c) Outline the procedures that have been put into place to allow the contractor to monitor its performance and/or materials.

(d) Agree to a retention by the City of partial or final payments (or if intrinsic to the contract, a larger retention than called for in the specifications) until the City has complete satisfaction with performance of the contract.

(e) Post a performance bond.

SECTION 4 - CONSTRUCTION BIDS

SECTION 4.1 METHODS OF CONTRACTING FOR CONSTRUCTION

The following are types of methods of contracting for construction, but other methods may be used as deemed appropriate.

(a) SINGLE PRIME CONTRACTOR. One contract with one licensed General Contractor who will use subcontractors to build according to plans and specifications prepared by an architect/engineer.

(b) MULTIPLE PRIME CONTRACTORS. A contract with each of a number of specialty contractors to complete a portion of the project in accordance with plans and specifications prepared by an architect/engineer. The City may take responsibility for management of the project, or one of the multiple contractors may have management of the project included in his/her contract.

(c) DESIGN-BUILD OR TURN-KEY. The City issues a Design Criteria Package, and contracts with a design-build contractor or team that will design and build the project to its completion.

(d) CONSTRUCTION DEPARTMENT. A licensed construction person, who evaluates the design, coordinates, administers, and oversees the project to insure completion in accordance with the plans and specifications of an architect/engineer, at or below the specified price, on or before the specified date for completion.

(e) SEQUENTIAL DESIGN AND CONSTRUCTION. The design of the entire project is substantially complete prior to bidding and beginning construction.

(f) PHASED DESIGN AND CONSTRUCTION OR FAST-TRACK CONSTRUCTION. Construction is begun when appropriate portions have been designed, but design of the entire project has not been completed. Bidding this type of design is difficult, if not impossible.

SECTION 4.2 BID PACKAGE SPECIFICATIONS

Following are subjects which shall be addressed in the Specifications:

(a) Bonding Requirements: (In accordance with 255.05 of Florida Statutes)

1. Bid Bond - Guarantees contractors pricing.
2. Performance Bond - 100% of the cost of construction.
3. Payment Bond -100% of the cost of construction. (At the discretion of the City Manager, the Performance and Payment Bonds may be separate bonds, or may be one bond.)

(b) Insurance: (As required per the individual solicitations)

1. General
2. All Builders Risk
3. Installation Floater
4. Explosion
5. Workers Compensation
6. Automobile
7. Professional Liability
8. Long Shoreman
9. City shall be included as an "Additional Insured"
10. City should be listed as certificate holder and additional insured as required.

(c) "Or Equal":

1. Approved products lists may be used.
2. If "or equal" materials are allowed, who will decide if substitute is equal?

(d) Alternates - Add or Deduct

Additive or deductive alternates are discouraged. If they are used, the criteria for award shall be outlined in the specifications.

(e) Liquidated Damages. Detail amount of any Liquidated Damages to be included in the bid package.

(f) Substantial Completion or Beneficial Occupancy shall be clearly defined. Please refer to the section in this manual entitled "Closing out a Project" for requirements.

(g) Progress Payments & Retainage shall be in accordance with Section 255.05(2) of Florida Statutes, as amended.

(h) Liens:

1. Partial Releases of Lien shall be required prior to or within five working days of City's progress payment to contractor.

2. No subsequent payment shall be made until approved Releases have been received for previous payments.

3. Final Releases of Lien shall be required prior to or within five working days of final payment to contractor minus retainage.

4. No retainage shall be paid until all Releases of Lien are received by the City.

5. Each invoice for a progress payment shall have indicated on it by the City's Building Department that the appropriate releases of lien have been received.

(i) Final Completion and Payment: Please refer the section in this manual entitled "Closing out a project" for requirements.

SECTION 4.3 CHANGE ORDERS

May be unilaterally issued by the City. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The change order cannot exceed 10% of the original award amount, not to exceed $50,000, individually or in the aggregate. The City Commission must approve all change orders exceeding $50,000.

Shall include method of pricing, e.g.: "The cost or credit to the City resulting from a Change Order shall be determined in one or both of the following ways:

(a) By mutual acceptance of a properly itemized lump-sum amount supported by sufficient substantiating data to permit evaluation.

(b) By unit prices stated in the contract documents or subsequently agreed upon.

SECTION 4.4 FIELD CHANGE ORDERS

(a) The Consultant, Construction Manager, and Project Manager may issue written Field Change Orders which interpret the contract documents, or which order minor changes in the work, without change in contract sum or contract time.

(b) List license and permit requirements.

(c) City shall have no responsibility for property or equipment of contractor. City shall have no responsibility for damage, theft, or vandalism to materials for job, even though the City has issued the Purchase Order and paid for the materials or equipment, until City accepts the project as substantially complete.

SECTION 4.5 TERMINATION BY THE CITY

(a) If the Contractor is adjudged to be bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed because of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City may elect any of the following actions to obtain completion of the work. Should either actions two or three be elected, the Surety shall execute an appropriate document indemnifying the City against third party claims.

(b) Permit the Contractor, with the assistance and consent of the Surety, to continue and complete the work in accordance with the terms and conditions of the contract documents.

(c) After giving the Contractor and his surety seven days written notice, terminate the contract and request the Surety to complete the work and satisfy all legitimate claims against the Contractor as required by the Performance and Payments Bonds. As the Surety completes the work satisfactorily, the balance of the contract sum will be paid in accordance with the terms and conditions of the contract documents.

(d) If the Surety fails to act expeditiously and competently to complete the work according to the terms of the contract documents, the City may then, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. Such action may be taken by the City only after consulting with the Construction Manager and the Project Manager and after the consultant certifies that sufficient cause exists to justify such action.

(e) If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consultant's, Construction Manager's, and Project Manager's additional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance to include liquidated damages, the Contractor and/or his Surety shall pay the difference to the City. The costs incurred by the City as herein provided shall be certified by the Consultant and Construction Manager.

(f) For the purpose of determining debarment criteria, or for evaluating performance for future City work, the exercise by the City of any action authorized by sub-paragraph 1, 2, or 3, above shall be equivalent to a default.

SECTION 5 - CLOSING OUT A PROJECT

SECTION 5.1 AT SUBSTANTIAL COMPLETION

Substantial completion of a project is the point at which the work has progressed to where it is sufficiently complete so that the project, or part thereof, can be utilized for the purposes for which it is intended. The Designer, the Construction Manager, the Project Manager, the Building Officials, and the user department must all agree that the project has reached this stage.

(a) A punch list of work yet to be done, or work to be corrected or repaired, along with the time within which the work shall be completed, shall be developed at this time.

(b) If the contract documents call for it, and at the discretion of the City, the Contractor's retention may be reduced to 5% at this time. If the contract documents call for it, and at the discretion of the City, liquidated damages may be reduced to 75%.

SECTION 5.2 AT FINAL COMPLETION

Prior to final payment, all of the following shall have been completed:

- Completion of the items on the punch list.
- Final approved inspection by the Building Official.
- Issuance of a Certificate of Occupancy.
- Receipt of as-built plans.
- Receipt of final releases of lien from the Contractor, suppliers and subcontractors. In the event the final releases of lien from all the subcontractors and suppliers cannot be furnished, the Contractor shall submit a "Consent of Surety to Final Payment," recognizing lack of such releases of claim.
- Proof of current insurance.
- Training of staff on use and maintenance of equipment and materials, as specified.
- Receipt of manuals on equipment and materials.
- Receipt of warranties on equipment and materials.
- Receipt of a list of subcontractors, major material and system suppliers, their project representative, trade, address, and telephone number.

All of the above (when practical) shall be bound in a ring binder.

SECTION 6 - BONDS AND BID SECURITY

SECTION 255 of the Florida Statutes states that any person entering into a contract for the construction or renovation of a public building or a public work shall be required to deliver to the owner (City) a payment and performance bond. The City has discretion to exempt projects for $200,000 or less from the requirement

of a payment and performance bond. In the City of New Smyrna Beach, the City Manager or designee must approve any exemption. An exemption is discouraged.

SECTION 6.1 SURETY COMPANY

The Surety shall be listed in the latest Federal Register of the US Department of the Treasury, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The contract amount shall not exceed the underwriting limitations as shown in this circular publication. The underwriting limitations shall exceed the contract amount. Do not accept a letter stating that the Surety has reinsurance for amounts over what the Federal Register says they can write.

(a) If a Surety is on the Treasury Listing of the Federal Register, giving the bonding limits, there is no need to be concerned over Best or Moody & Poor's ratings. The company must be licensed to transact surety business in the State of Florida.

(b) A high A.M. Best rating is acceptable, but not as good as being listed in the Federal Register. The larger the contract amount, the higher the rating should be.
(c) Bond premiums are based on the amount of the contract, not the value of the bond.

SECTION 6.2 CONSENT OF SURETY

Obtain the consent of the Surety to make final payment to the contractor. You may require the Contractor to submit such approval with the request for final payment.

(a) Contractor must submit Final Releases of Lien with, or within five days of, the request for final payment.

(b) Contractor shall provide the City with the name, address, and telephone number of the Florida resident agent.

SECTION 6.3 BID GUARANTEE OR BID DEPOSIT

A bid guarantee or bid deposit may be a certified check, a bid bond, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. There is no charge to the contractor for this bond.

SECTION 6.4 PERFORMANCE BOND

The awarded bidder or contractor shall provide a Performance Bond for 100% of the contract price or a specified dollar amount, to secure fulfillment of all the contractor's obligations under the contract.
If a change order materially alters the terms of a contract and substantially expands the scope of work to include work that was specifically excluded under the original contract and the City will not approve any such change order unless the Surety consents.

SECTION 6.5 PAYMENT BOND

The awarded bidder or contractor shall provide a Payment Bond for 100% of the contract price to insure payment of all persons supplying labor and material in the execution of work provided for in the contract.

SECTION 6.6 WARRANTY BONDS

The Warranty or Guaranty Bond shall guaranty all labor and materials against defects for a period of one year from the date of substantial completion, or completion of the contract. Warranty bonds can be bought for additional 2 or 3 years. The responsible party to pay for the cost of the additional Warranty Bonds must be specified in the original bid.

SECTION 6.7 FLORIDA STATUTES REGULATING BONDS

(a) Florida State Statute 255.05 - Little Miller Act regulates State's bonding requirements.
(b) Florida State Statute 713.13 - Lien law (private work) states that City property cannot be liened.

SECTION 6.8 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work and provided the contractor has not previously obtained an extension of time from the City, a sum appropriate with the following schedule shall be deducted as liquidated damages for each calendar day of delay from the final contract price. This schedule is a guide and may be adjusted if needed. Language allowing for liquidated damages must be included in the project bid documents.

Contract Price	*Liquidated Damages*
Up to $1,000,000	$250.00 per day
Greater than $1,000,000	$500.00 per day

The above liquidated damages are the minimums to be charged.

Liquidated damages may be reduced to 75% upon substantial completion of the project, at the discretion of the City.

Declaring the contractor in default shall not mitigate the City's right to assess liquidated damages.

SECTION 7 - INSURANCE

SECTION 7.1 EVENT OF CANCELLATION NOTICE

Each policy shall be endorsed to reflect that the City will be given not less than thirty days' written notice in the event of cancellation. Upon expiration or cancellation of any insurance, the contractor shall provide the City with proof of renewal or replacement insurance, with no change in coverage and no lapse of coverage. The City has the right to purchase replacement insurance and charge the contractor, including deducting the cost from future payments to the contractor.

SECTION 7.2 INSURANCE CERTIFICATE

(a) Insurance companies sell direct or through agents.

(b) The Insurance Certificate must have a signature and can be faxed or emailed or mailed.

(c) The City shall be the Certificate Holder.

(d) The Certificate shall reference the bid number and the project name.

SECTION 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

SECTION 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

SECTION 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to $50,000, and Commission may waive the formal bidding procedure over $50,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

SECTION 9 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

SECTION 9.1 NOTICE OF PROTEST

This section shall apply to protests by bidders and proposers when the City Manager recommends a purchase of goods, supplies, equipment, or services that would cost fifty thousand dollars ($50,000) or more.

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The bidder must file a notice of protest in writing to the City Manager or designee within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest and shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either, hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.
- A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

SECTION 9.2 PROTEST REVIEW

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either hand-delivered and date and time stamped by the City Manager's Office, or sent via Certified U.S. mail, return-receipt requested to the City Manager and received by the City within the five (5) working day window. The decision of the City Manager will be final and submitted with his/her recommendation to the City Commission if the award exceeds $50,000.

THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF A RENEWAL OF THE CONTRACT WITH THE VOLUSIA COUNTY SCHOOL BOARD FOR A FULL-TIME POLICE OFFICER AT THE NEW SMYRNA BEACH MIDDLE SCHOOL AND NEW SMYRNA BEACH HIGH SCHOOL FOR FY25-26.

May 13, 2025

Background:

The City has been contracted with the Volusia County School Board for a full time officer at the New Smyrna Beach Middle School and High School since June of 2023 and July of 2024 respectively. The terms of the original contracts allow for yearly extensions through 2028.

Findings:

The Police Department seeks to renew the contract between the city of New Smyrna Beach and the Volusia County School Board for a full-time School Safety Officer at both the middle school and high school for FY26.

Fiscal Analysis:

The cost of the time the School Safety Officer spends at the school during the school year (181 days, or 1,448 hrs.) is split with Volusia County per the contract. This contract pays 50% of the officers' salary for the amount of time they spend at the school. This amount paid by the Volusia County School Board is currently $38,835.36 per contract. Should officers get a pay increase moving forward this change will be reflected in an amended MOU with the Volusia County School Board.

Strategic Plan Item:

No

Staff Report Created By: Jason Reve - Police Captain

Attachments:

City of NSB- HS_VCS- SRO Renewal.pdf
City of NSB- MS_VCS- SRO Renewal.pdf
Volusia County Schools and CNSB High School Resource Officer Agreement.pdf
Volusia County Schools and CNSB Middle School Resource Officer Agreement.pdf

NEW SMYRNA BEACH – HIGH SCHOOL
SRO CONTRACT RENEWAL

This Agreement is made this _____day of _____2025, between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation with a mailing address of 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2024-2028), executed by both parties on June 25, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with three (3), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2025-2026), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is four (4) years with one (1) base year and three (3), one (1) year renewal options starting on July 1, 2024, and ending June 30, 2028, for a total of four (4) years. The first year of the four (4) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves two (2) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing,

2. Except as herein expressly modified, the Agreement for SRO Contract approved June 25, 2024, shall otherwise remain in full force and effect, subject to all terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By:_____
Name: Ms. Sharon Taylor - Harding
Title: Interim City Clerk
Date:_____

THE CITY OF NEW SYMRNA BEACH

By:_____
Name: Mr. Kevin Cowper
Title: City Manager
Date:_____

By: _____
Name: Mr. Christopher Kirk
Title: Interim Police Chief
Date:_____

Approved as to form and sufficiency

By: _____
Name: Ms. Carrie Avallone
Title: City Attorney
Date: _____

ATTEST:

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: _____

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie Haynes
Title: School Board Chair
Date: _____

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: _____

NEW SMYRNA BEACH – MIDDLE SCHOOL
SRO CONTRACT RENEWAL

This Agreement is made this _____day of _____2025, between the **CITY OF NEW SMYRNA BEACH**, a Florida municipal corporation with a mailing address of 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter the "City") and the **SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA** with a mailing address of Post Office Box 2118, DeLand, Florida 32721- 2118 (hereinafter the "School Board").

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2023-2028), executed by both parties on August 23, 2023; and Amended on July 15, 2024 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term would be one (1) base year with four (4), one (1) year renewal options, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one (1) additional year (FY 2025-2026), with all other provisions of the SRO Agreement remaining unchanged;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Section 1, Term** of Agreement shall be amended to: The term of this Agreement is five (5) years with one (1) base year and four (4), one (1) year renewal options starting on July 1, 2023, and ending June 30, 2028, for a total of five (5) years. The second year of the five (5) year term has been completed, and the parties have agreed to renew the contract for one (1) year which leaves two (2) additional renewal options remaining. Automatic renewals are not part of this Agreement, and any renewal must be mutually agreed upon by both parties in writing.

2. Except as herein expressly modified, the Agreement for SRO Contract approved August 23, 2023; and Amended on July 15, 2024 shall otherwise remain in full force and effect, subject to all terms and conditions therein.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By:_____
Name: Ms. Sharon Taylor - Harding
Title: Interim City Clerk
Date: _____

THE CITY OF NEW SYMRNA BEACH

By:_____
Name: Mr. Kevin Cowper
Title: City Manager
Date:_____

By: _____
Name: Mr. Christopher Kirk
Title: Interim Police Chief
Date:_____

Approved as to form and sufficiency

By: _____
Name: Ms. Carrie Avallone
Title: City Attorney
Date: _____

ATTEST:

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: _____

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie Haynes
Title: School Board Chair
Date: _____

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Gilbert Evans, J.D., Ph. D.
Title: General Counsel
Date: _____

Volusia County Schools

Memo

To: City of New Smyrna Beach

Captain Reve

From: Sharon Hovis

cc:

Date: 6-27-2024

Re: Contracts HIGH SCHOOL

Hello Captain Reve,

Attached is the SRO contract with Volusia County Schools. Please mail the attached contract back to me and keep the loose copy for your agency.

Thank you,

Sharon Hovis

Mail this attached contract to:

Volusia County Schools
200 North Clara Avenue
Attn: Sharon Hovis
Deland, FL 32720

CONTRACT AGREEMENT				
NAME OF AGREEMENT	**EST. ANNUAL EXPENDITURE**	**CONTRACT PERIOD**	**AWARDED VENDOR(S)**	**ADDITIONAL INFORMATION**
Volusia County School Board and City of New Smyrna Beach High School Resource Agreement	$38,835.36	07/01/2024-06/30/2025	CITY OF NEW SMYRNA BEACH	The proposed contract will be utilized for the School Resource Officer in the District for FY 2024 - 2025 to foster better relations between students and law enforcement personnel. In addition, this contract will provide as a means to deter crime, provide safety and security to students, faculty, and parents on or about school premises by the presence of a Law Enforcement Officer. This is the base year performance period of the four (4)-year contract term.

VOLUSIA COUNTY SCHOOL BOARD & CITY OF NEW SMYRNA BEACH
HIGH SCHOOL
SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made and entered into on this 15th day of July 2024, between the School Board of Volusia County, hereinafter referred to as "**School Board**" and the City of New Smyrna Beach, hereinafter referred to as "**City.**"

RECITALS

WHEREAS, the City and the School Board are desirous of entering into an Agreement hereinafter the ("SRO High School Contract") for the performance of law enforcement functions provided by a School Resource Officer; (or "Officer" or "Officers") hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer; and (e.g. the School Resource Officer Program), as described herein; and

WHEREAS, the parties want to enter into the Agreement for the performance of law enforcement functions at New Smyrna Beach High School provided by a School Resource Officer hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer, as described herein; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City agrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Resource Officer to be jointly funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation; and

WHEREAS, Florida Statute Sections 1002.22(2) and 1002.221, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the implementing regulations issues pursuant thereto, and § 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA,

permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, Florida Statute §985.04(1) requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, Florida Statute §1003.53(6) addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, Florida Statute §1006.13 (4)(a), (b) and (c), Florida Statutes, requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school Resource, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school Resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies; and

WHEREAS, pursuant to §768.28, Florida Statutes, neither the School Board nor the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is from **July 1, 2024 through June 30, 2028,** a total of four years, with one base year and three one-year renewal options. The Performance Base

Year starts on July 1, 2024, and ends June 30, 2025, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel, to deter crime on or about school premises by the presence of a law enforcement officer, to enforce local, state and federal laws, and to have a School Resource Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Resource Officer shall, at all times, maintain a highly visible uniformed presence while on duty at school sites.

3. **Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide to the School Board a total of one full-time School Resource Officer, eight hours per day for 181 school contract days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for the School Resource Officer will primarily be 8:00 a.m. to 4:00 p.m. for New Smyrna Beach High School. The City will make every effort to have a School Resource Officer position filled at the beginning of each school year and throughout the term of this Agreement.

(b) It is agreed that there are occasions when it is not possible to staff the school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the School, a School Resource Officer from New Smyrna Beach, Florida may be reassigned by the City in part or in total to fill the vacancy until a replacement can be found.

(c) It is agreed that there are occasions when it is necessary for the School Resource Officer to work hours in excess of his/her normal duty assignment. It is agreed by the City that inclusive of this Agreement will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during each year of the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at

the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed at the rate of $55.00 per hour for services provided by the School Resource Officer assigned to New Smyrna Beach High School and shall be funded one hundred percent (100%) by the school.

(d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School Board encourages the use of Civil Citations for eligible students. The School Board utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all-hazards approach to emergency management.

(e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the School and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Resource and Security team and shall assist in School responses to emergency issues to include referring students to professional services both within and outside the School Board.

(f) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

(g) The School Resource Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.

(h) The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in, VCS trainings related

to the role of law enforcement on campus and working with students with disabilities. VCS required School Resource Officer trainings applicable to School Resource Officer(s) include: "Understanding Autism: SRO/SRD/Guardians" and "Serving Students with Disabilities: SRO/SRD/Guardians" and "Threat Management Training: SROs/SRDs". VCS shall provide as its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment."

5. **Other Considerations.** The City Commission, its Police Chief, and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Resource Officer Program.

6. **Cooperation.**

(a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

(b) Although the School Resource Officer has an assigned school site, he/she is subject to temporary relocation on an as-needed basis with the concurrence of the Board Superintendent or his designee, and the City's Police Chief.

7. **Personnel/Equipment.** It is understood that the personnel assigned to perform duties under the terms and conditions of this Agreement is functioning at all times as a member of the City of New Smyrna Beach Police Department and is subject to City's department supervision and regulation in addition to employment regulations governed by the Volusia County Merit System of Rules and Regulations. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of New Smyrna Beach unless otherwise specified within this Agreement. The School Board shall provide the School Resource Officer with office space to include a desk, phone, computer, and two-way radio utilized by the on-site Resource and security team members. Access to programs utilized by the School Board shall be provided to ensure the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Resource Officer may be required to attend meetings and training that support his/her

professional certification and/or the School Resource Officer Program. Where possible, training will take place when school is not in session. A School Resource Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and City's Police Chief's representative. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.** As of July 1, 2024, the School Board hereby agrees to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of $53.64 per billable hour for the School Resource Officer primarily at New Smyrna Beach High School, as identified by the City. The School Board's total cost for the base year shall be $38,835.36 numerated as follows:

School Resource Officer	
Hourly Rate:	$53.64
Billable Hours:	1,448
One SSO at 8 hours, 181 days	$38,835.36 (50% of 77,670.72)
Total Agreement Price	**$38,835.36**

For the first renewal option beginning July 1, 2025, the parties agree that the hourly rate shall be increased to $54.95 per hour. All payments from the School Board to the City provided herein, for the second renewal option and beyond shall be subject to adjustment, upon written agreement by the parties, dependent upon changes to City's expenses to provide the services herein. Additional payment terms include:

(a) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of the City billing invoice.

(b) Upon the completion of the Agreement year, the City shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an Agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly City employee time records will be submitted to the School Board Representative for payment processing. If the School Resource Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed

and mutually agreed upon by both parties prior to implementation. The City of New Smyrna Beach shall be responsible for maintaining records related to training in accordance with HB 1473.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City shall adhere to §1006.12 F.S. titled, School Resource officer and School Resource Officers, and §1006.13 F.S. titled, Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Resource Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a School Resource Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Resource Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (H1PAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. The student personally identifiable information ("PII") may be disclosed only in compliance with FERPA as it applies to the Parties and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement, or required by law, or when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in

accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: http://www2.ed.gov/policy/gen/guid/ptac/index.html, http://ptac.ed.gov/ including, http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf or any other requirements.

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This Section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its own acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this

Agreement is barred by any applicable statute of limitations.

14. **Notice of Arrests and Citations.**

A. Arrest or Citation of Students or School Employees on School Grounds During Hours of School Operation

When a student or school employee is arrested or receives a citation on school grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. Arrest or Citation on Non-Students on School Grounds

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. Arrests or Citations of Students or School Employees off School Grounds During School Operation

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. Confidentiality of Information Provided to Building Principal

In all instances of building principal notifications described in the Sections above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions.**

A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section

shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

B. **Statement of Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

C. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

D. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.

E **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

G. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

H. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of

competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

K. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. **Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board	**With Copy To**
School Board of Volusia County	The General Counsel
Office of the Superintendent	School Board of Volusia
Post Office Box 2118	County Post Office Box 2118
DeLand, FL 32721-2118	DeLand, FL 32721-2118
For the City of New Smyrna Beach	**With Copy To**
The City Manager	The Police Chief
210 Sams Avenue	246 Industrial Park Avenue
New Smyrna Beach,	New Smyrna Beach, FL
FL 32168	32168

Any of the parties may change by written notice the addresses or persons for receipt of notice.

18. **Appropriation Contingency**. Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

19. **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: _____
Name: Ms. Kelly McQuillen
Title: City Clerk
Date: 7/15/2024

THE CITY OF NEW SYMRNA BEACH

By: _____
Name: Mr. Khalid Resheidat
Title: City Manager
Date: 7/11/2024

By: _____
Name: Mr. Eric Feldman
Title: Police Chief
Date: 7/15/24

Approved as to form and sufficiency

By: _____
Name: Carrie Avallone
Title: City Attorney
Date: 7/15/2024

ATTEST:

By: _____
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: 6.25.2024

SCHOOL BOARD OF VOLUSIA COUNTY

By: _____
Name: Ms. Jamie Haynes
Title: Chairman
Date: 6.25.2024

Reviewed for legal sufficiency for reliance only by the District

By: _____
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 6/5/2024

Volusia County Schools

Memo

To: City of New Smyrna Beach

Captain Reve

From: Sharon Hovis

cc:

Date: 6-27-2024

Re: Contracts MIDDLE SCHOOL

Hello Captain Reve,

Attached is the SRO contract with Volusia County Schools. Please mail the attached contract back to me and keep the loose copy for your agency.

Thank you,

Sharon Hovis

Mail this attached contract to:

Volusia County Schools
200 North Clara Avenue
Attn: Sharon Hovis
Deland, FL 32720

RENEWAL OF CONTRACT AGREEMENT				
NAME OF AGREEMENT	**EST. ANNUAL EXPENDITURE**	**CONTRACT PERIOD**	**AWARDED VENDOR(S)**	**ADDITIONAL INFORMATION**
Volusia County School Board and the City of New Smyrna Beach Amended and Restated New Smyrna Beach Middle School Resource Officer Agreement	$38,835.36	07/01/2024-06/30/2025	CITY OF NEW SMYRNA BEACH	The proposed contract renewal will be utilized for the School Resource Officer in the District for FY 2024 - 2025 to foster better relations between students and law enforcement personnel. In addition, this contract will provide as a means to deter crime, provide safety and security to students, faculty, and parents on or about school premises by the presence of a Law Enforcement Officer. This is the second year of a five (5)-year contract term, with the base year having been completed.

VOLUSIA COUNTY SCHOOL BOARD & CITY OF NEW SMYRNA BEACH
AMENDED AND RESTATED
NEW SMYRNA BEACH MIDDLE SCHOOL RESOURCE OFFICER AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is made and entered into on this 15th day of July 2024, between the School Board of Volusia County, hereinafter referred to as "**School Board**" and the City of New Smyrna Beach, hereinafter referred to as "**City.**"

RECITALS

WHEREAS, the City and the School Board entered into that certain SCHOOL RESOURCE OFFICER AGREEMENT (FY 2023-2028) which was executed by the parties in August 2023 (hereinafter the "SRO Contract"); and

WHEREAS, Section 1 of the SRO Contract stated the term of the agreement would be one base year with four renewal options of one-year each, upon mutual agreement; and

WHEREAS, the City and the School Board desire to renew the SRO Contract for one additional year (FY 2024-2025), with amendments to include increasing the hourly rate of the SRO to $53.64 until July 1, 2025, where such rate will increase to $54.95, and to insert new language regarding FERPA, training, safeguarding of student records, indemnification, notice of arrests and citations, and other general conditions; and

WHEREAS, the parties want to enter into the Amended and Restated Agreement for the performance of law enforcement functions provided by a School Resource Officer hereinafter described; and

WHEREAS, the City is agreeable to provide personnel to perform the duties and responsibilities of a School Resource Officer, as described herein; and

WHEREAS, the School Board agrees to compensate the City for School Resource Officer (SRO) Program costs; and

WHEREAS, the City agrees to receive monies from the School Board and to budget such monies to the City Police Department for services rendered to the School Board; and to budget one (1) School Resource Officer to be jointly funded by the School Board at fifty percent (50%) and the City at fifty percent (50%); and

WHEREAS, the parties have approved the School Resource Officer Program as a viable program and their approval is not construed as a permanent obligation; and

WHEREAS, Florida Statute Sections 1002.22(2) and 1002.221, provide that education records created, maintained or used by public educational institutions and agencies shall be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.

§ 1232g, and the implementing regulations issues pursuant thereto, and § 1002.221 permits a public school, center, institution, or other entity that is part of Florida's education system to release a student's education records without written consent of the student or parent to parties to an interagency agreement; and

WHEREAS, the Uninterrupted Scholars Act (USA), 20 USC 1221, amending FERPA, permits access to a student's records by an agency caseworker or other representative of a child, who has the right to access a student's case plan, when such agency is legally responsible in accordance with state law for the care and protection of the student, provided that the student records or information will not be disclosed by such agency except to address the student's education needs in accordance with the law; and

WHEREAS, Title 34 CFR §99.31(a)(5)(i)(B) and §99.38(a) and (b) permit an educational agency or institution to disclose personally identifiable information from an education record of a student without written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom this information is specifically allowed to be reported or disclosed pursuant to a state statute adopted after November 19, 1974, and concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released; and

WHEREAS, Florida Statute §985.04(1) requires the sheriff, chiefs of police and district school superintendent in each county to enter into an interagency agreement for the purpose of sharing information about juvenile offenders among all parties, to specify the conditions under which summary criminal history information is to be made available to appropriate school personnel, to specify the conditions under which school records are to be made available to appropriate departmental personnel, and to provide for notification to any classroom teacher of assignment to the teacher's classroom of a juvenile who has been placed in a probation or commitment program for a felony offense; and

WHEREAS, Florida Statute §1003.53(6) addresses the exchange of information and/or coordination of services between school districts, and with social service, law enforcement, prosecutorial and juvenile justice agencies and juvenile assessment centers in the school district; and

WHEREAS, Florida Statute §1006.13 (4)(a), (b) and (c), Florida Statutes, requires each district school board to enter into agreements with the county sheriff's office and local police departments specifying guidelines for ensuring that acts that pose a serious threat to school safety, whether committed by a student or adult, are reported to a law enforcement agency, and addressing the role of school resource officers, if applicable, in handling reported incidents, circumstances in which school officials may handle incidents without filing a report with a law enforcement agency, and a procedure for ensuring that school personnel properly report appropriate delinquent acts and crimes; while creating zero tolerance policies that do not require the reporting of petty acts of misconduct and misdemeanors to law enforcement agencies; and

WHEREAS, pursuant to §768.28, Florida Statutes, neither the School Board nor the City waive any defense of sovereign immunity or increase of the limits of its liability upon entering into this Agreement; and

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual understandings and covenants set forth herein, and other specific considerations, the parties agree as follows:

1. **Term.** The term of this Agreement is from **July 1, 2023 through June 30, 2028,** a total of five years, with one base year and four one-year renewal options. The Performance Base Year starts on July 1, 2023, and ends June 30, 2024, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. The parties have agreed to the first of of the four renewal options, beginning July 1, 2024 through June 30, 2025.

2. **Purpose.** The purpose of this Agreement is to foster better relations between students and law enforcement personnel, to deter crime on or about school premises by the presence of a law enforcement officer, to enforce local, state and federal laws, and to have a School Safety Officer available for presentations to the students, faculty and parents concerning law enforcement and various subjects related to the law. The School Safety Officer shall, at all times, maintain a highly visible uniformed presence while on duty at school sites.

3. **Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than sixty (60) days written notice delivered by Certified Mail, Return Receipt Requested, or in person to the other party; or, otherwise terminated upon any other manner approved in writing by both parties to this Agreement.

4. **Services.**

(a) The City agrees to provide to the School Board a total of one full-time School Resource Officer, eight hours per day for 181 school contract days, excluding summer school for the compensation described in Paragraph 9 herein. Daily hours for the School Resource Officer will primarily be 8:45 a.m. to 4:45 p.m. for New Smyrna Beach Middle School. The City will make every effort to have a School Resource Officer position filled at the beginning of each school year and throughout the term of this Agreement.

(b) It is agreed that there are occasions when it is not possible to staff the school with a School Resource Officer. This may be due to medical reasons, extended training assignments or termination resulting in a position vacancy. It is also agreed that, whereupon it is determined that filling a temporary School Resource Officer vacancy is critical to maintaining the safe and orderly environment of the School, a School Safety Officer from New Smyrna Beach, Florida may be reassigned by the City in part or in total to fill the vacancy until a replacement can be found.

(c) It is agreed that there are occasions when it is necessary for the School Resource Officer to work hours in excess of his/her normal duty assignment. It is agreed by the City that inclusive of this Agreement will be a maximum of twenty (20) hours of overtime hours authorized per School Resource Officer during each year of the term of the Agreement. The decision regarding the accumulation of this overtime allocation will be at the discretion of the School Board representative, the principal of the effected school and the City's Police Chief's representative. Advanced approval from the School Board representative will be required for a School Resource Officer to earn overtime. The overtime allocation described herein shall be applicable and consistent with the School Resource Officer's daily responsibilities and/or for after school activities which by mutual agreement may be outside the scope of the School Resource Officer's daily activities performed at his/her assigned school. Such outside detail activities and any hours in excess of the twenty (20) hours prescribed herein will be billed at the rate of $55.00 per hour for services provided by the School Resource Officer assigned to New Smyrna Beach Middle School and shall be funded one hundred percent (100%) by the school.

(d) The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the school administrators, unless the violation or misbehavior involves criminal conduct. The School Board encourages the use of Civil Citations for eligible students. The School Board utilizes the Incident Command structure with established Emergency Operations Plans when responding to an all-hazards approach to emergency management.

(e) The City shall develop and expand crime prevention efforts for students and shall serve as a liaison between the School and other first responders, investigative units and/or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws. The School Resource Officer shall be part of the School Multidiscipline School Safety and Security team and shall assist in School responses to emergency issues to include referring students to professional services both within and outside the School Board.

(f) The School Board will share information on an as needed basis to the School Resource Officer to ensure resolution on open investigations being conducted by the School Resource Officer. All Federal privacy laws, including Family Educational Rights and Privacy laws, HIPAA and FERPA, will be followed.

(g) The School Safety Officer will follow the City's Police Department's Chain of Command structure or command staff as designated by the City's Chief of Police.

(h) The City agrees to ensure that all School Resource Officer(s) assigned under the terms of this Agreement will be available for, and participate in, VCS trainings related to the role of law enforcement on campus and working with students with disabilities. VCS required School Safety Officer trainings applicable to School Resource Officer(s) include: "Understanding Autism: SRO/SRD/Guardians" and "Serving Students with Disabilities: SRO/SRD/Guardians" and "Threat Management Training: SROs/SRDs". VCS shall provide as its expense all school-based trainings for serving students with disabilities. School Resource Officers shall participate in said school-based trainings before interacting with students on campus, or in extreme circumstances within 30-days of appointment."

5. **Other Considerations.** The City Commission, its Police Chief, and the School Board recognize that opportunities may materialize whereby it is in the best interest of City and County taxpayers to modify this Agreement for considerations outside the scope of the School Safety Officer Program.

6. **Cooperation.**

(a) It is agreed that the City shall have all reasonable and necessary cooperation and assistance from the School Board, its officers, agents, and employees so as to facilitate the performance of this Agreement.

(b) Although the School Safety Officer has an assigned school site, he/she is subject to temporary relocation on an as-needed basis with the concurrence of the Board Superintendent or his designee, and the City's Police Chief.

7. **Personnel/Equipment.** It is understood that the personnel assigned to perform duties under the terms and conditions of this Agreement is functioning at all times as a member of the City of New Smyrna Beach Police Department and is subject to City's department supervision and regulation in addition to employment regulations governed by the Volusia County Merit System of Rules and Regulations. In addition, all equipment purchased and utilized by the City in performance of this Agreement is and shall remain the property of City of New Smyrna Beach unless otherwise specified within this Agreement. The School Board shall provide the School Safety Officer with office space to include a desk, phone, computer, and two-way radio utilized by the on-site safety and security team members. Access to programs utilized by the School Board shall be provided to ensure

the sharing of critical information and comply with all laws, rules, and regulations to include HIPAA and FERPA.

8. **Off Campus Activities.** It is recognized that during the course of the school year, the School Safety Officer may be required to attend meetings and training that support his/her professional certification and/or the School Safety Officer Program. Where possible, training will take place when school is not in session. A School Safety Officer may not elect to participate in additional training activities or other non-mandatory events that take them away from the campus without the approval of the school principal and City's Police Chief's representative. In these cases, the time away from the school will be deducted from the monthly billing.

9. **Compensations and Payment.** As of July 1, 2024, the School Board hereby agrees to compensate the City at a rate of fifty percent (50%) for all services provided herein at the established rate of $53.64 per billable hour for the School Safety Officer primarily at New Smyrna Beach Middle School, as identified by the City. The School Board's total cost for the first renewal shall be $38,835.36 numerated as follows:

School Safety Officer	
Hourly Rate:	$53.64
Billable Hours:	1,448
One SSO at 8 hours, 181 days	$38,835.36 (50% of 77,670.72)
Total Agreement Price	**$38,835.36**

For the second renewal option beginning July 1, 2025, the parties agree that the hourly rate shall be increased to $54.95 per hour. All payments from the School Board to the City provided herein, for the third renewal option and beyond shall be subject to adjustment, upon written agreement by the parties, dependent upon changes to City's expenses to provide the services herein. Additional payment terms include:

(a) Payment shall be made in ten (10) monthly payments by the School Board upon receipt of the City billing invoice.

(b) Upon the completion of the Agreement year, the City shall reconcile actual costs and remit to the School Board any monies due (i.e. vacancies,) or request an Agreement modification to increase compensation if final costs exceed the amount budgeted. Monthly

City employee time records will be submitted to the School Board Representative for payment processing. If the School Safety Officer is absent, the monthly billing will reflect the absence and the monthly billing will reflect a deduction of the hours not worked prior to the billing being sent to the School Board Representative for payment.

10. **Management Reports.** Any reports required under this Agreement shall be discussed and mutually agreed upon by both parties prior to implementation. The City of New Smyrna Beach shall be responsible for maintaining records related to training in accordance with HB 1473.

11. **Reporting Crimes and Delinquent Acts.** The School Board and the City shall adhere to §1006.12 F.S. titled, School Resource officer and School Safety Officers, and §1006.13 F.S. titled, Policy of Zero Tolerance for Crime and Victimization. Accordingly, it is agreed by the parties that school personnel will report to the School Safety Officer all delinquent acts and crimes occurring whenever students are under the jurisdiction of the school. Where a School Safety Officer is not present or available, a report shall be provided to the appropriate law enforcement agency and a copy of such report shall be provided to the School Safety Officer.

12. **Safeguarding The Confidentiality of Shared Student Records.** The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The parties further acknowledge that the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (H1PAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of students' individually identifiable health information ("PHI") and may be applicable to student records in certain circumstances. The student personally identifiable information ("PII") may be disclosed only in compliance with FERPA as it applies to the Parties and PHI may be disclosed only in compliance with HIPAA, where required by law. Pursuant to FERPA, the information provided by VCS shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement agrees to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement, or required by law, or when the parent of a student provides prior written consent for its release. All shared student records will be disclosed only

to employees of the agency who have a need to access the information in order to perform their official duties as authorized by law. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements and the students' PHI in accordance with HIPAA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Interagency Agreement.

(d) To use the shared information to facilitate the collection and analysis of the data in order to track shared clients, better coordinate individual care, and address barriers and needs across systems to better serve the student. Specifically, by sharing data the parties can identify barriers, leverage existing resources, and coordinate overall care to better serve the student.

(e) Ensure that all employees, appointees or agents of any party who are granted access to shared student records will have successfully completed (1) background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards; and (2) A FERPA training webinar, which is available at the U.S. Department of Education, Privacy Technical Assistance Center website: http://www2.ed.gov/policy/gen/guid/ptac/index.html, http://ptac.ed.gov/ including, http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf or any other requirements.

(f) Each party agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice.

This Section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to VCS or disposed of in compliance with HIPAA and the applicable Florida Statutes.

13. **Indemnification.** Subject to the limitations contained in Fla. Stat. § 768.28, each party agrees to be responsible, to the extent permitted by law, for its own acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing contained herein shall be construed to extend

liability to the other party for any incidental, consequential, special, exemplary, or punitive damages, however caused under any theory of liability, whether in contract, strict liability, or tort including negligence or otherwise for any matter arising from or relating to the Agreement or the service terms provided herein. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

14. **Notice of Arrests and Citations.**

A. Arrest or Citation of Students or School Employees on School Grounds During Hours of School Operation

When a student or school employee is arrested or receives a citation on school grounds during the time of normal school operation, notification of the arrest or citation will be provided to the building principal or designee on a confidential basis.

B. Arrest or Citation on Non-Students on School Grounds

When a person other than an enrolled student or school employee is arrested or receives a citation on school property, the building principal or designee will be advised of the circumstances of the offense and the identity of the offender.

C. Arrests or Citations of Students or School Employees off School Grounds During School Operation

Where a student or school employee is arrested off of school property during times of normal school operation or under circumstances which would lead the arresting or citing officer to believe that the person arrested is a student or a school employee, and that a school official is responsible for the care or custody of the student at the time of the incident or that the school employee is on duty, the officer shall, as soon as is practicable, provide notification of the incident to the building principal or designee of the school to which the student is enrolled or the school employee is employed.

D. Confidentiality of Information Provided to Building Principal

In all instances of building principal notifications described in the Sections above, the principal or designee shall not disseminate the information received from the arresting or citing officer.

15. **General Conditions.**

A. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability subject to the limited waiver as codified in Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

B. **Statement of Non-Discrimination.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

C. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, School Board policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

D. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal matters arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventh Judicial Circuit of Volusia County, Florida.

E **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

F. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement.

G. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way, define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict

with the provisions of this Agreement.

H. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

I. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

J. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

K. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

16. **Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties, relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of the Agreement shall be valid only when expressed in writing and duly signed by the parties.

17. **Notices.** Whenever any party desires to give notice unto the other, notice may be sent to:

For the School Board	**With Copy To**
School Board of Volusia County Office of the Superintendent Post Office Box 2118 DeLand, FL 32721-2118	The General Counsel School Board of Volusia County Post Office Box 2118 DeLand, FL 32721-2118
For the City of New Smyrna Beach	**With Copy To**
The City Manager 210 Sams Avenue New Smyrna Beach, FL 32168	The Police Chief 246 Industrial Park Avenue New Smyrna Beach, FL 32168

Any of the parties may change by written notice the addresses or persons for receipt of notice.

18. **Appropriation Contingency**. Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the services provided or to be provided under this Agreement, this Agreement shall be caused to automatically terminate as of the first day following the last month so funded.

19. **Agreements With Other Agencies:** If the School Board executes an Agreement between the School Board and another municipality within the school district for the provision of the same or substantially the same services, terms and conditions provided in this Agreement and that Agreement provides more favorable cost share split than that which is set forth in paragraph 9 (a) above, the School Board shall increase the City's percentage split so as to be equal to that which is provided to the other municipality.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have made and executed this instrument in three counterparts for the purpose herein expressed on the dates indicated below.

ATTEST:

By: Kelly McQuillen
Name: Ms. Kelly McQuillen
Title: City Clerk
Date: 7/15/2024

THE CITY OF NEW SYMRNA BEACH

By: KC
Name: Mr. Khalid Resheidat
Title: City Manager
Date: 7/11/2024

By: EF
Name: Mr. Eric Feldman
Title: Police Chief
Date: 7/14/2024

Approved as to form and sufficiency

By: Carrie Avallone
Name: Carrie Avallone
Title: City Attorney
Date: 7/15/2024

ATTEST:

By:
Name: Dr. Carmen Balgobin
Title: Superintendent of Schools
Date: 6.25.2024

SCHOOL BOARD OF VOLUSIA COUNTY

By: Jamie M. Haynes
Name: Ms. Jamie Haynes
Title: Chairman
Date: 6.25.2024

Reviewed for legal sufficiency for reliance only by the District

By:
Name: Mr. Kevin W. Pendley
Title: General Counsel
Date: 6/5/2024

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF AWARD TO NEWKIRK ENGINEERING FOR CEI SERVICES FOR WASHINGTON STREET ROADWAY IMPROVEMENT PROJECT

May 13, 2025

Background:

The Washington Street Roadway Improvement project is partially funded by an FDOT grant that in turn entails the City to have a consultant that is pre-qualified to conduct Construction, Enginering & Inspection (CEI) services with similar experience, background and qualifications (CTQP classifications) to sufficiently oversee the construction phase.

As such the City advertised for CEI services on February 20th for a period of about 5 weeks opening RFP proposals on March 26th.

Both the City and NSBU staff evaluated the initial four (4) proposals and reduced the number to three allowing the organizations to present their abilities, experience, qualifications and project approach that took place 4/17/25.

The evaluation committee members then using the same criteria established in the RFP once again evaluated all three firms coming up with scores from highest to lowest as follows:

Newkirk Engineering: 94
CDM Smith: 89.33
England-Thims & Miller: 78.33

Findings:

Newkirk Engineering distanced themselves from the other firms not solely based on technical expertise, but the condition they would be proactive with immediately resolving the residence and business concerns reducing negative feedback to staff, City Manager's office and Commissioners, forecasting the project schedule and informing property owners of potential impacts well in advance of being incurred, tentativeness to Maintenance of Traffic, keeping the Contractor on schedule and resolving conflicts in the field to minimize claims, and their in depth review of the corridor places them above the other firms and staff recommends City Commission approve Newkirk Engineering in order to begin negotiations for the contract which will be brough back to Commission for approval. Should staff not come to terms with the highest ranked firm (i.e. Newkirk) then negotiations with the succeeding firms in order of rank shall proceed until contract services are deemed acceptable by staff.

Fiscal Analysis:
The award of CEI Services has no monetary obligations at this time as the contract will be brought back to Commission for approval once the manhours and representative rates have been determined to provide the needed services.

Strategic Plan Item:
No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

1 RFP 09-25-ENG w attachments.pdf
Evaluation Tabulation - both phases.pdf
Proposal - CDM Smith.pdf
Proposal - ETM.pdf
Proposal - Metric.pdf
Proposal - Newkirk.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 09-25-ENG

PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR OVERSIGHT OF THE WASHINGTON STREET ROADWAY IMPROVEMENTS (FPID NO. 447711-1-54-01)

RELEASE DATE: February 20, 2025
DEADLINE FOR QUESTIONS: March 12, 2025
RESPONSE DEADLINE: March 25, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 09-25-ENG

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

I. Introduction .....
II. Definitions .....
III. General Information .....
IV. Scope of Services .....
V. Evaluation Criteria and Submittal Requirements.....
VI. Insurance Requirements .....
VII. Terms and Conditions .....
VIII. Required Responses.....

Attachments:
A - Public Records
B - Draft Contract
C - City Required Forms
D - NSBU - Inspection Services
E - Cost Estimate
F - Washington Street 100 Plans 01-24-2025
G - Washington Street HDA 100 Hardscape & Landscape Plans - June 28, 2024
H - Washington Street Util Set 24 0904

I. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response. Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

I.A Summary

The City of New Smyrna Beach is seeking proposals from qualified Consultants, registered in the State of Florida, to provide Construction Engineering and Inspection (CEI) services for the Washington Street Roadway Improvements project. The project is partially funded through the Florida Department of Transportation (FDOT).

This project involves renovating a section of Washington Street being a two-lane collector roadway between N. Dixie Highway and Riverside Drive for approximately 1,766 LF. The improvements include roadway re-surfacing, drainage and storm sewers, 7’ wide sidewalks, signage & striping, lighting, landscaping, and streetscape items to make it more appealing, and replacing NSBU water main along with all corresponding services.

The awarded firm shall be responsible to provide Professional Construction Engineering and Inspection Services associated with roadway improvements. The firm must have engineers, inspectors, and any other required professional personnel that is necessary to complete the various services for this project. The prime consultant must have a valid Professional Engineer (P.E.) License and prequalified to fulfill the FDOT Rule 14-75 qualifications requirements for Group 10 CEI. The Prime Consultant or their Sub-consultants must be FDOT prequalified for 10.1: Roadway CEI, 10.3: Construction Materials Inspection.

The awarded firm will also provide the watermain inspection for this project. The electrical inspection will be provided by the City of New Smyrna Beach Utility Commission (NSBU) internal staff.

Sealed Proposals shall be received via the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb. Proposals received after the designated time will not be allowed on the City's e-Procurement Portal.

I.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

I.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

I.D Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	February 20, 2025
Deadline for Written Questions	March 12, 2025, 5:00pm
Proposal Submission Deadline	March 25, 2025, 5:00pm

Opening of Submittals	March 26, 2025, 9:00am Microsoft Teams Meeting: Link to join the meeting is listed on the City of New Smyrna Beach Website, Under Departments, Finance, then Bids. or call in (audio only): 786-636-1338 Phone Conference ID: 784 389 827#
Evaluation Meeting	April 7, 2025, 9:00am Microsoft Teams Meeting: Link to join the meeting is provided in Section III.I of this document. or call in (audio only): 786-636-1338 Phone Conference ID: 114 793 641 #
Presentations (If Applicable)	April 17, 2025, 9:00am
Recommendation of award to City Commission	May 27, 2025

II. Definitions

II.A General Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

CEI: Construction Engineering and Inspection

City: City of New Smyrna Beach.

City Project Manager - City Consultant Contract Administrator overseeing the consultant contract and deliverables.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If

none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids/Proposals: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

CQC: Contractor's Quality Control

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

E&O: Errors and Omissions

Engineer: For this project, reference to the Engineer shall refer to City Engineer, NO VALUE or his designee.

Error: Plan or specification details or contract administration actions which are incorrect, conflicting, insufficient or ambiguous.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Omission - The plans or specifications or contract administration actions are silent on an issue that should otherwise be addressed in the documents.

Owner: City of New Smyrna Beach

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

Venue: Venue for any legal proceeding arising from any contract or agreement resulting from this RFP shall be in a court of competent jurisdiction located in Volusia County, Florida.

"Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

III. General Information

III.A Additional Information

The City reserves the right to determine whether the consultant's responses are adequate or inadequate, complete, or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The City reserves the right to determine if a proposal is unresponsive. The city may disqualify a consultant who submits a proposal determined by the city to be unresponsive or which contains insufficient, inadequate, or incomplete responses. The City Manager shall make such determinations and will rely on the staff selection committee for input in this matter.

The City reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

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, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entry in excess of the threshold amount provided ins. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Any submittal may be withdrawn until the date and time set above for submission of the proposals.

Costs of preparation of a response to this RFP are solely those of the proposer and the City assumes no responsibility for any such costs incurred by the proposer.

Consultants shall not discriminate against any employee or applicant for employment. Consultants will take affirmative action to ensure that minority and disadvantage applicants are employed, and employees are treated equally during their employment.

The consultant understands that this RFP does not constitute an agreement or contract with the City.

III.B Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

III.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

III.D Assignment

The consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

III.E Award of Contract and Professional Services Agreement

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

Contract Term: It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission. Prices shall not increase during the term of the contract.

III.F City's Rights

The City reserves the right to reject any or all Request for Proposal submittals or parts thereof, or to accept the submittal or parts thereof when considered in the best interest of the City.

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

III.G Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

III.H Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided in the Attachment Section of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

III.I Evaluation of Submittals

The City will consider all responsive and responsible proposals received in its evaluation and award process.

A designated Technical Review Committee consisting of city staff shall independently review and evaluate each submittal based on the information provided within the proposals as it relates to the criteria set forth in this document. Each Committee member will award points as outlined for each criteria.

The firm to receive the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

Evaluation meeting is scheduled for 9:00 am on April 7, 2025.

Join the meeting now

Meeting ID: 274 705 895 152

Passcode: ty3fX39v

or dial in by phone: 786-636-1338, Phone conference ID: 114 793 641#

III.J E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

III.K Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants doing business with the City shall not be exempted from paying

sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

III.L Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

III.M Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

III.N Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

III.O Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided in the Attachment Section of this document.

III.P Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

III.Q Inquiries

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Wednesday, March 12, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be

electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

III.R Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

III.S Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

III.T Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

III.U Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

The Consultant shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Consultant'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.

III.V Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.W On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

III.X Opening of Proposals

Sealed proposals will remain sealed until the time of opening listed in Section 2 of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the proposers' names read aloud at that time. It is important to note that this is public meeting and the meeting will be recorded.

Proposers may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. No discussion of the Proposals will occur at this time.

III.Y Pre-Proposal Meeting

There will be no pre-proposal conference for this solicitation.

III.Z Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

III.AA Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

III.BB Prompt Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach. The City expects prompt and accurate service from our consultants/vendors, and it shall pay their invoices promptly and accurately.

III.CC Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

III.DD Proposal Due Date

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

Submittals shall be received prior to 5:00 pm on Tuesday, March 25, 2025. Submittals shall be submitted through the City's e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

III.EE Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of New Smyrna Beach's Purchasing Policies and Procedures.

A. Bidders or respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

B. Such notice should be given within five (5) business days after notice of award or of the date the petitioner could reasonably be expected to have known of the City's recommendation.

C. Written notice shall state the grounds for the protest and the action requested.

D. The Purchasing Division shall prepare and submit written determination to the City Manager recommending either approval or disapproval of the petition. The petitioner shall be furnished a copy of the written determination and recommendation.

E. The City Manager shall review and either approve or disapprove the Purchasing Division recommendation on the petition, employing any reasonable means to reach the decision. The petitioner shall be furnished a copy of the decision.

F. Decisions of the City Manager may be appealed to City Commission by submission to the City Clerk of a written request for hearing within five (5) business days from the date of the City Manager's written decision. The written request for appeal shall state the grounds for the appeal and the action requested of the City Commission.

G. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award unless the City Manager justifies the award to protest the public health, welfare, or safety of the City.

H. A final decision under this section shall be conclusive and shall represent the position of the City.

III.FF Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, “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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR 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 ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list.”

III.GG Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

III.HH Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

III.II Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

III.JJ Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

III.KK State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements,

please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

III.LL Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No 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, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

III.MM Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

III.NN Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of RFP.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

IV. Scope of Services

The provided information describes the CEI services required for contract administration, inspection, and materials sampling and testing coordination for the Oversight of the Washington Street Roadway Improvement Project. The awarded firm/consultant will act as an extension of the City's staff and will coordinate the administration of the contract with the City Engineer assigned to the project. The CEI will administer the construction contract through direct communication with the Contractor and the City on the project.

IV.A General Scope of Services

The scope of work for this project involves construction engineering and inspection (CEI) services for the construction phase of the project described within this section. CEI services are to be provided to confirm the construction of the project is completed in conformance with the contract plans, specifications, and related documents.

CEI services are to be provided for the construction phase of replacement of the Washington Street Roadway Improvements to include streetscaping, utility upgrades and intersection improvements. The awarded firm will provide the watermain inspection for this project, and electrical inspection will be provided by the City of New Smyrna Beach Utility Commission (NSBU) internal staff.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website https://www.fdot.gov/construction). CEI services shall adhere to all standards and regulations as referenced in the American Traffic Safety Service Association Quality Guidelines for temporary control devices and features, Manual on Uniform Traffic Control Devices, FDOT Design Standards Index, FDOT QA/QC Inspector Guide List, CTQP Course manuals for Concrete/Earthwork/Asphalt, Manual of Uniform Minimum Standards for Design, FDOT Standard Plans for Road and Bridge Construction, FDOT Standard Plans along with other applicable standards needed to accomplish such services.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies in the plans, specifications, and special provisions of the Construction Contract, and then report significant discrepancies to the City of New Smyrna Beach City Engineer, and direct the Contractor to correct such observed discrepancies once a corrective measure has been determined.

Services assigned may include but are not necessarily limited to any of the following:

- Construction inspection, daily and weekly reporting
- Environmental and permit compliance with agency permit conditions

- Project closeout
- Verify and document pay items quantities
- Review and evaluate monthly pay estimates
- Maintain estimate of work completed by the contractor
- Verification testing services and documentation
- Conduct project progress meetings
- Provide analysis and make recommendations of potential project issues or concerns
- Facilitate shop drawing reviews and maintain shop drawing tracking system
- Coordinate with the City of New Smyrna Beach, Engineer of Record, FDOT, utilities and others as necessary
- Provide a monthly status report with progress photos to the City
- Review Contractor developed "As-Built" plans for conformance with the project/contract documents and completed work
- Provide final certifications to the City, SJRWMD, Department of Health (DOH), and FDOT as required

Additional responsibilities include but not limited to any of the following:

A. General

i. The City Engineer may furnish a Construction Manager and/or a Field Representative to assist the CEI in observing the performance of the Contractor's work. The CEI will represent the CITY at the project site as an extension of the Engineer's staff.

ii. It shall be the responsibility of the CEI to administer, monitor, and inspect the Construction Contract such that the Project is constructed in conformity with the Contract Documents and any closeout documentation required by the CITY and the appropriate permitting agencies. The CEI shall keep the CITY's Construction Manager informed of all significant activities, decisions, correspondence, reports and other communications related to its responsibilities under this Agreement and seek input from the CITY's Construction Manager as necessary. At the written direction of the Engineer, the CEI may assume the role of the Construction Manager and/or Field Representative.

III. The CEI shall observe the Contractor's work to determine the progress and quality of the work, identify nonconformities, report significant nonconformities to the Construction Manager and direct the Contractor to correct such observed nonconformities.

iv. All actions performed by CEI representatives in the role of Field Representative and/or Construction Manager will conform with duties, responsibilities and limitations of such personnel classifications set forth in the Construction Contract.

B. On-Site Inspection

i. The CEI shall monitor the Contractor's on-site construction activities and inspect materials entering the work in accordance with the Contract Documents to determine that the Project is constructed in conformity with such Documents. All off-site activities and fabrication will be performed by others. The CEI shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the construction of the project. CEI Daily Records to be provided to the CITY Construction Manager on a weekly basis.

ii. The CEI shall verify that the Contractor is conducting inspections, preparing reports and monitoring the Contractor's Maintenance of Traffic (MOT) devices and review modifications to the Maintenance of Traffic plan, including alternate Maintenance of Traffic plan, in accordance with the CITY's procedures. The CEI employees assigned to this Project shall be qualified in accordance with the requirements of this RFP. The CEI and the CITY are neither responsible nor liable for the Contractor's MOT.

C. Sampling and Testing

i. The Contractor will contract with a qualified Testing Laboratory and will provide materials lab testing under direct supervision of CSEI CEI staff.

ii. The CEI will oversee sampling and testing of component materials and completed work in accordance with the Contract Documents. The minimum sampling frequencies are set out in the Contract Documents. The CEI shall provide daily surveillance of the Contractor's Quality Control activities at the Project site and ensure that sampling and testing of materials are conducted and sent to the contracted laboratory for the Project.

iii. The CEI will verify whether the Contractor obtained the necessary job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification.

iv. Sampling, testing and laboratory methods shall be as required by the CITY’s standards and Contract Documents.

v. The CEI will maintain a material testing log of all quality control and verification testing information.

vi. The CEI will review Contractor's Quality Control (CQC) Plan, the Contractor's schedule, the appropriate shop drawings and any other appropriate submittals submitted by the Contractor in a timely manner.

D. Construction Engineering and Inspection (CEI) Services:

i. The CEI shall coordinate the Construction Contract administrative activities of parties other than the Contractor involved in completing the Project.

ii. CEI Services include maintaining the required level of observation of the Contractor's activities, interpreting plans, specifications and special provisions for the Construction Contract, maintaining complete accurate records of activities and events relating to the Project, and properly documenting all significant Project changes.

iii. The CEI will review the contractor's baseline and monthly schedule updates and provide comments to the contractor and the CITY. The CEI will administer and document a monthly project schedule meeting with the Contractor.

iv. The CEI will administer and document weekly or bi-weekly construction progress meetings.

v. The CEI shall confirm that the Contractor is conducting inspections, preparing reports and monitoring all storm water prevention measures associated with the Project. If this Project requires the use of the NPDES general permit, the CEI will assign at least one individual who has successfully completed the "Florida Stormwater, Erosion and Sediment Control Training and Certification Program for Inspectors and Contractors" to perform these services.

vi. The CEI will analyze issues that arise on the Project and proposals submitted by the Contractor, work to resolve such issues and process the necessary documentation. If a change order is required, the CEI will negotiate the contract change and provide a recommendation to the CITY.

vii. The CEI will produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the CITY to make a timely payment to the Contractor.

viii. Field measurements will be recorded in field books or tabulation sheets in the contract plans by the CEI. The CEI will review the Contractor's monthly pay application, verify the quantities and make recommendation to the CITY for payment.

viiii. The CEI will review and analyze Contractor requests for additional time and/or money and provide a written recommendation to the CITY Project Manager for the entitlement and the merit of the Contractor's request. If determined by the CITY that extra time and/or monies are due to the Contractor, the CEI will make a recommendation to the CITY.

ix. The CEI will review the contractor’s pay application package each month and provide the package to the CITY for recommended payment.

x. The CEI shall review design changes made by the Design Engineer and analyze impacts to the project schedule and/or cost. The CEI will provide a written recommendation to the CITY resulting from this analysis. The CEI will process and track RFI’s and Submittals.

IV.B Project Description

This project consists of improvements to the roadway segment, intersection safety, sidewalks, landscaping, and drainage. The project also includes undergrounding of existing overhead utility lines although performed under a separate contract. The improvements are proposed along a 0.335-mile segment of Washington Street is a critically important roadway segments that provides access to and from the beach and several other busy commercial districts. Washington Street is currently lacking in the roadway infrastructure to provide safe travel for drivers, cyclists,

and pedestrians. The project will address deficient infrastructure and serve as a catalyst for economic development.

The primary goal of the project is safer and more efficient vehicular travel through improved intersection design, better signage and striping, improved drainage performance, traffic calming, and improved visibility. Additional project goals include: 1) safer pedestrian travel through new sidewalks and pedestrian crossings; 2) safter bicycle travel through new bike lanes; 3) enhance commercial and courier vehicle access to reduce carbon emissions; 4) urban beautification through landscaping and undergrounding of overhead utility lines.

The awarded firm will also provide the watermain inspection for this project. The electrical inspection will be provided by the City of New Smyrna Beach Utility Commission (NSBU) internal staff, see NSBU Scope of Services document provided in the Attachment Section of this document.

IV.C Personnel Qualifications

Project Team: The awarded firm must demonstrate sufficient experience and knowledge overseeing Florida Department of Transportation (FDOT) construction projects and with technical and administrative requirements.

The firm must have engineers, inspectors, and any other professional personnel as required to perform the duties necessary to complete the various services for this project.

The firm must be registered and licensed in the State of Florida with the Prime Consultant prequalified for Group 10 CEI and either the Prime Consultant or their Sub-Consultants being prequalified to fulfill the FDOT Rule 14- 75 qualifications requirements for:

Group 10 CEI, more specifically 10.1

Roadway CEI 10.3: Construction Materials Inspection, and the New Smyrna Beach Utilities (NSBU) Commission Agreement for Development Inspection Scope of Services.

At a minimum, the qualified team shall be comprised of the following key members:

- CEI Senior Project Engineer:
    - Must be a graduate civil engineer and professional engineering registration in the State of Florida
    - Minimum of 5 years of experience in construction of FDOT Work Group 3.1 Minor Highway Design.
    - Certifications to include, but not limited to: Florida Advanced MOT
- CEI Project Administrator:
    - Civil Engineering degree plus 2 years of experience in construction of FDOT Work Group 3.1 Minor Highway Design, or a minimum of 8 years of experience in construction of major road and bridge.
        - Qualifications:

        - CTQP Quality Control Manager CTQP Final Estimates II
    - Certifications:
        - Florida Advanced MOT
        - FDEP Stormwater Management Inspector

- CEI Senior Inspector:
    - High school graduate plus four years in construction inspection, one year of which shall have been in roadway construction inspection plus the following Qualifications and Certifications. Or, Civil Engineering Degree with two years' experience.
        - Qualifications:
            - CTQP Concrete Field Inspector Level I CTQP
            - Asphalt Roadway Level I and II
            - CTQP Earthwork Construction Inspection Level I and II CTQP
            - Final Estimates Level I
        - Certifications:
            - Nuclear Radiation Safety
            - FDEP Stormwater Management Inspector Florida
            - Intermediate MOT
- CEI Inspector
    - High school graduate plus two years in construction inspection, one year of which shall have been in bridge and / or roadway construction inspection plus the following Qualifications and Certifications. Or, Civil Engineering Degree.
        - Qualifications:
            - CTQP Concrete Field Inspector Level I CTQP
            - Asphalt Roadway Level I
            - CTQP Earthwork Construction Inspection Level I CTQP
            - Final Estimates Level I
        - Certifications:
            - Nuclear Radiation Safety
            - FDEP Stormwater Management Inspector Florida
            - Intermediate MOT
- CEI Associate Contract Support Specialist (ACSS)

- High School graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years' experience in construction office management having performed project related duties. Experienced in the use of spreadsheet and word processing software, as well as FDOT materials and document control systems.

IV.D Deliverables

The CEI shall provide the CITY with a portable hard drive with project documents including daily reports, etc. at the end of the project. The CEI will assist the CITY with all required closeout requirements.

IV.E Project Schedule

The total project Construction period for the Washington Street Roadway Improvements Project is estimated to be fifteen (15) months. Construction is anticipated to be performed Monday through Friday from 7:00AM to 7:00PM, Saturday from 8:00AM to 6:00PM, Sunday 10:00AM to 6:00PM, accounting for City holidays and reasonable rain days. The CEI will be reimbursed for any overtime or weekend work, if required. An amendment may be necessary if the contract duration is exceeded.

IV.F Contract

It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission. Prices shall not increase during the term of the contract.

V. Evaluation Criteria and Submittal Requirements

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

The evaluation criteria are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this document. The City shall be seeking to identify the submittal(s) which shall best meet the needs of the City of New Smyrna Beach as determined from the responses to this Request for Proposals. The City will not use any other factors or criteria in the evaluation process.

A designated Technical Review Committee consisting of city staff shall independently review and evaluate each submittal based on the information provided within the proposals as it relates to the criteria set forth below. Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per Evaluation Committee member. The firm to receive the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The evaluation criteria may be modified for the oral presentation portion of the evaluation.The consensus of the committee will be the deciding factor on how to move forward.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation.

V.A Evaluation Criteria

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Qualifications of the: • Firm • CEI Senior Project Engineer • CEI Project Administrator • CEI Senior Inspector • CEI Inspector • CEI Associates Contract Support Specialist (ACSS)	Maximum Pts 20
Experience: Examples of no less than three (3) previous projects within the last ten (10) years working with: • Roadway CEI services • At least one streetscape project • At least one underground utilities project • The examples may be of projects completed or in progress	35
Project Plan: Summary of firm's plan for this entire project, including inspection of construction materials, quality control procedures for roadway & drainage, stormwater management system, signage & striping and maintenance of traffic, and utilities.	15
Workload Capacity: Estimate of current workload and forecast of ability to assign resources for the duration of the contract.	10
Past Performance References: • No less than three examples of recent experience in similar roadway CEI services, • City's verification of reference responses • Proof of financial stability (See Tab 8 for details)	20
Grand Total	100

V.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all

specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

V.C Cover Page and Table of Contents

Provide a cover page representing the firm that is submitting a proposal and a table of contents. The table of contents shall outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

V.D Statement of Interest and Introductions

The responding firm (or the lead firm if sub-consultants are proposed) shall provide a letter, on letterhead, not exceeding two (2) pages, which services as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant may elect to provide a similar letter, not to exceed one (1) page from each sub-consultant.

Letter shall be signed by a corporate officer or principal, or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The respondent or authorized representative is attesting that the information provided is current and factual.

Letter to include, but not limited to:

- Brief profile of the firm which should include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.
- Number of years in business, including operation under other firm names, providing services similar to those described herein.
- Number of years in business in the State of Florida.

V.E Company History, Company Qualifications, Capabilities, and Capacity

Provide a statement of the corporate history of the firm, firm's qualification, ability, approach, and capacity to perform the scope of work, not exceeding eight (8) pages. This should include the firm's qualifications and capacity to meet the needs of the City of New Smyrna Beach. This may take the form of a narrative or chart and may include pictures or graphics which describe the firm's qualifications as well as the projected commitment of resources throughout the expected time frame for the project.

Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

V.F Qualifications and Abilities of Project Team

At a minimum shall include:

A. Provide a description the proposed project team, not to exceed five (5) pages. The description shall provide, but not limited to, the following:
   - Names
   - Titles
   - Organizational structure for the proposed project team
   - Firm names (if sub-consultants are involved)
   - Clearly identify the proposed role in the project team for each person

B. For each person named, a brief description of qualification shall include at minimum:
   - The professional qualifications and experience for each person
   - A summary of experience on projects similar to that described herein
   - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

Note: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

V.G Experience

Provide examples of no less than three (3) previous projects working with:

- Roadway construction
- Streetscaping
- Stormwater system construction
- Intersection improvements original budget vs actual budget

- Note: NSBU staff is responsible for the CEI of underground and aboveground utilities

Do not include projects more than 10 years old.

V.H Project Plan

Provide a summary of their plan for this entire project, including inspection of construction materials, quality control procedures for roadway & drainage, stormwater management system, signage and maintenance of traffic, and utilities. Please include an example of a daily report log for communicating with the city, contractor, permitting agencies, the public, and others, as well as work activities associated with the project. Please also include inspection procedures.

V.I Workload Capacity

Provide an estimate of the current and forecast workload ability for the Project Manager and associated staff for the duration of this project.

V.J References

Provide no less than three (3) letters of reference for similar roadway, drainage, streetscape, and utilities improvements projects of the same or similar magnitude to the project and services described herein. Including city or county, contact person, phone number and e-mail address. The letter should provide a short description of each project, to include the name of the project, location, type, and value.

Reference information must be current and verified by the consultant prior to submittal.

V.K Financial Stability/Litigation

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

V.L Litigation History

Proposers shall include information on the nature and magnitude of any litigation or proceeding during the past five (5) years whereby a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm. This shall include any class actions within your firm where named, industry investigations by Attorneys General, in addition to individual claims. Proposer has a continuing duty to inform the City of any new claim's files against the Proposer during the term of this contract.

V.M Licenses

Provide copies of all current Florida Professional licenses, renewals, and certifications as required to perform the services described herein, for each team member.

V.N Sams.Gov and Division of Corporation Registration

Provide copies of current and active registrations for Sams.Gov and the Florida Division of Corporation (Sunbiz).

V.O Complete Copy of Submittal

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

VI. Insurance Requirements

VI.A Insurance Requirements

Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission.

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. **Workers' Compensation** in accordance with Chapter 440, Florida Statutes, shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the

   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:

   2. $500,000 Each Accident

3. $500,000 Disease Each Employee
4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

1. $1,000,000 Bodily Injury & Property Damage-each occurrence
2. $2,000,000 Personal & Advertising Injury-each occurrence
3. $2,000,000 General Aggregate
4. $2,000,000 Products/Completed Operations Aggregates limit
5. $ 5,000 Medical Payments
6. $ 100,000 Fire Damage Legal Liability
7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. $1,000,000 per Person, $1,000,000 per Accident.

D. Professional Liability Insurance (errors and omissions) shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder.

A.

- The City of New Smyrna Beach shall be named as additional insured and as the Certificate Holder listing the below address:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

VI.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer

discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VI.C Hold Harmless Clause

The awarded Consultant will be required to indemnify, hold harmless, and defend the City of New Smyrna Beach, and their officer and directors, representatives, and employees from any and all suits or claims for damages or injuries, including death, to any and all persons or property, arising out of the Consultant's work, product, services or operations under this procurement including any negligent act or omission on the part of the selected firm or its subconsultants, if any.

VII. Terms and Conditions

VII.A Applicable Laws and Regulations

The selected team shall comply with all federal, state, and local laws which may apply.

VII.B Bribery and Lobby Clause

By submission of a statement of qualification response, the prospective company certifies that no one in their organization, any affiliate or subconsultant has bribed or lobbied, or attempted to bride or lobby any employee of the City of New Smyrna Beach.

VII.C Employment Eligibility Verification (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11- 02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Consultant must comply with the Employment Eligibility Verification Program ("E- Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant must (1) email in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States,

except if the Consultant is a state or local government, the Consultant may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

VII.D Contract Price and Compensation

For Services, during the Term of the Agreement, the Consultant shall be paid Compensation for all Work or Services performed based on specific negotiated rate compensation.

Compensation shall not be adjusted because of errors or omissions which are not the fault of the City in computing the Project costs which result in an increase in the cost or because the time for completion varies from the original estimate, including completion or substantial completion of the project prior to the scheduled completion date or on account of City's election to furnish any of the Work or Services. In addition, Consultant shall certify that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

VII.E Payments and Invoices

Approval of Final Payment: If, on the basis of the City Project Manager's observation and review of Consultant's Work or Services performed, final inspection and review of the final application for payment and the City Project Manager's satisfaction that the work has been completed and Consultant has fulfilled all of its obligations under the Contract Documents, City Project Manager, after receipt of the final application for payment, indicate in writing his or her approval of payment and present the application to Accounts Payable for payment. Otherwise, the City Project Manager shall return the application to the Consultant, indicating in writing the reasons for refusing to approve final payment, in which case the Consultant will make the necessary corrections and resubmit the application.

Invoice Detail: Consultant shall submit an invoice for which professional services were rendered to the City in response to its request therefore upon the completion and acceptance of the services detailed herein. Each invoice shall show detailed explanations of the services accomplished by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the prices set forth in the contract. All of the above shall sum to the total amount requested.

Invoices: Invoices or payment requests shall be addressed by consultant and submitted to the City's Project Manager. The Consultant shall submit {***check the appropriate box}:***

A. X A monthly statement for professional services rendered to the date of the statement. The monthly statements shall reflect the Work or Services completed at the time of billing.

B. A Final Statement. The Consultant's determination of the Work or Services completed is to be prepared by the Consultant, and accompanied by such supporting data as may be required by the City Project Manager. City Project Manager shall review the Consultant's statement and notify the Consultant in writing within twenty (20) business days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

The city may withhold payment of any specific invoiced charges in a pay request or monthly statement which it disputes in good faith and pay all undisputed charges on the invoice, pay request or monthly statement.

Within forty-five (45) days of acceptance by the City Project Manager of all the Work or Services for which Consultant has submitted the monthly statement of professional services, the Consultant shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement. All payments shall be governed by the Florida Prompt Payment Act as set forth in the Florida Statute§ 218.70, as amended.

VII.F Indemnification

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

“To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the City of New Smyrna Beach and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and with the limitations of Secion 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify the City of New Smyrna Beach for the negligent acts or omissions of the City of New Smyrna Beach, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

VII.G Cooperation with the Inspector General

The Parties agree to comply with §20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with §20.055(5), Florida Statutes.

VII.H Consultant's Continuing Obligations

Consultant's obligation to perform the Work or services in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor final payment to consultant, nor the issuance of a certificate of substantial completion, nor any payment by City to Consultant under the Contract Documents nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by City shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

VII.I Records Retention and Access to Records

Consultants and all subconsultants shall maintain books, records, documents, and other evidence directly pertaining to or connected with the service under this agreement, which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum period of five (5) years after final payment.

VII.J Errors and Omissions

The goals of the E&O claims process are to:

A. Identify E&O issues and associated costs early;

B. Require timely notification to the Consultant of problem issues;

C. Establish a requirement to work together to correct, mitigate, or minimize the effects on the construction project’s quality, schedule and budget; and

D. To identify associated costs when the standard of care has not been met and provide resolution of responsibility for Premium Costs incurred.

The process is focused on resolving issues at the lowest possible administrative levels in a spirit of collaboration. If the City Project Manager cannot reach resolution with the Consultant regarding E&O issues, however, the City Project Manager may request a standard of care determination from the City Manager.

Procedure for resolution: When either Party discovers or determines actions, omissions, or deliverables by the other Party to be incorrect or outside the terms of the contract (to be executed at later date), the following steps shall be followed:

A. Provide oral and written notice of the issue (email, fax, or hard copy) to the other Party,

B. Consultant shall provide City Project Manager requested records and documents pertaining to the issue and will participate in a technical review committee to determine if standard of care was met, at the request of the City Manager.

C. Work together to correct, mitigate, or minimize the effects of the issue.

D. When the standard of care has not been met, work together to determine responsibility for any Premium Costs incurred because of the issue.

Initial verbal notice and written Letter of Concern: When either Party discovers or determines actions, omissions, or work products by either Party to be incorrect or outside the terms of the Contract, the discovering Party shall give timely oral notice and a written Letter of Concern to the other Party.

If the Consultant disagrees with any written or oral order of the City that in the opinion of the Consultant would entitle the Consultant to additional compensation, the Consultant shall provide oral notice and written Letter of Concern to the City Project Manager within 7 days of receiving the order from the City. The Letter of Concern must include an explanation of why the Consultant believes the requirements of the oral or written order are outside of the agreed scope of services. The City Project Manager shall acknowledge in writing receipt of the Consultant Letter of Concern.

If the City believes the Consultant has not performed with the required Standard of Care, the City shall provide the Consultant oral notice and written Letter of Concern. The Consultant shall acknowledge in writing receipt of the City's Letter of Concern and provide to the City all project related requested information.

Information Exchange and Resolution Meeting: The Consultant and City Project Manager shall meet within 7 calendar days of sending or receiving a Letter of Concern, or at a mutually agreed to date, to discuss the issue of concern and provide to the City Project Manager all requested information pertaining to the issue.

The primary purpose of this meeting is to determine how, at the City's sole discretion, to correct, mitigate, or minimize the effects of the issue, including impacts of the issue on the construction project's work quality, schedule, and costs.

Following the City's determination of the appropriate corrective action, the Consultant and the City Project Manager shall work together to resolve responsibility and corresponding Premium Costs related to the issue.

If the City Project Manager is unable to reach satisfactory resolution of responsibility and corresponding costs with the Consultant, the City Project Manager will request a third-party Consultant to initiate an internal review.

Claims Procedure: The City, upon request of the City Project Manager, and at the discretion and direction of the City Manager, will undertake an internal review for the purpose of determining if the standard of care was met. The Consultant will cooperate with the internal review as requested.

If the City Manager determines that standard of care has been met, then all parties are to continue to work together to correct, minimize or mitigate effects of the issue and it is the City's responsibility to cover Premium Costs. If the City Manager determines that standard of care has not been met, then cost evaluation and recovery will be pursued.

The City may, at any time during this Contract, and up to the time allowable by law following the final payment for any work on the contract, present the Consultant with a claim for actual damages incurred due to any disagreement concerning standard of care issues and all subsequent damages suffered by the City arising from such issues.

VIII. Required Responses

VIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

VIII.B Company Name and Address*

By submitting this response, you hereby designate the company business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

VIII.C Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

VIII.D Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

VIII.E Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

VIII.F Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

VIII.G Conflict of Interest Disclosure *

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart

may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

VIII.H Statement of Interest and Introductions*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Statement of Interest and Introductions

*Response required

VIII.I Company History, Company Qualifications, Capabilities, and Capacity*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Company History, Company Qualifications, Capabilities, and Capacity.

*Response required

VIII.J Qualifications and Abilities of Project Team*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Qualifications and Abilities of Project Team

*Response required

VIII.K Experience *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Experience

*Response required

VIII.L Project Plan*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Project Plan

*Response required

VIII.M Workload Capacity*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Workload Capacity

*Response required

VIII.N References*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

VIII.O Financial Stability *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

VIII.P Sams.Gov and Division of Corporation Registration*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Sams.Gov and Division of Corporation Registration

*Response required

VIII.Q City Required Forms*

Upload as one (1) PDF a completed document packet of the city required form provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

City of NSB Form: Authorized Signature/Negotiators
City of NSB Form: Vendor Information Form
City of NSB Form: Vendor Summary Form
City of NSB Form: Completed W9
City of NSB Form: Statement of Insurance
City of NSB Form: Public Entity Crime Information Statement
City of NSB Form: Disputes Disclosure
City of NSB Form: Drug Free Workplace Certification
City of NSB Form: Sworn Statement
City of NSB Form: Non-Collusion Affidavit
City of NSB Form: E-Verify
City of NSB Form: Human Trafficking Affidavit
City of NSB Form: Conflict of Interest
City of NSB Form: Organizational Information
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
City of NSB Form: Smoke Free Acknowledgement
City of NSB Form: References
City of NSB Form: Signed Addendums (if applicable)
Copy of Sunbiz Registration with Active Status
Copy of Sams.Gov Registration

*Response required

VIII.R Complete Copy of Submittal*

Upload as one (1) PDF a complete copy of the proposal as one (1) PDF in the organized in the below format. The purpose of this format is to print and a complete proposal as one PDF.

Proposal must be signed by an authorized officer of your organization.

- Cover page with company logo
- Statement and Interest and Introduction
- Company History, Company Qualifications, Capabilities and Capacity
- Qualifications and Abilities of Project Team
- Experience
- Project Plan
- Workload Capacity
- References
- Financial Stability
- Sam.Gov and Division of Corporation Registration
- City Completed Forms provided in the Attachment Section of this document.
- Sign copies of any addendums that have been posted

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the RFP 09-25-ENG, Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01), **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for fifteen (15) months from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be renewed under the same terms and conditions.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 09-25-ENG, Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01), and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid w addendums
B. Award Bid Proposal
C. Presentation of Services
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, Deputy City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

DRAFT

(City, State, Zip)

(Phone)

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

DRAFT

ATTEST	CITY OF NEW SMYRNA BEACH
_____	_____
Sharon Taylor-Harding, Deputy City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

City of New Smyrna Beach

Proposal Response

Title of Project Name: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Project ID: **09-25-ENG**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sams.Gov Registration	

City of New Smyrna Beach

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	RFP 09-25-ENG
BID TITLE:	Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR 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."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with 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. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed 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 _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 09-25-ENG,** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

August 22, 2023

Darren M. Phegley, P.E.
Construction Supervisor
New Smyrna Beach Utilities
200 Canal Street
New Smyrna Beach, FL 32168

Email: dphegley@nsbufl.com

RE: DEVELOPMENT INSPECTION FY 2024
SCOPE OF SERVICES AND FEE ESTIMATE

Dear Mr. Phegley,

We are pleased to offer the enclosed scope of services and fee estimate for the above referenced work effort for FY 2024. The intent is to close out the FY 2023 work effort and to initiate this new one. The proposed not-to-exceed budget is the same amount as the FY 2023 scope budget.

We appreciate this opportunity to continue our service to the City. If you have any questions or require further assistance, please do not hesitate to call.

Respectfully,

Noah Adamoski
Project Manager

David A. King, P.E.
Vice President

NJA/DAK;bf

Attachments: Scope of Services

SCOPE OF SERVICES
DEVELOPMENT INSPECTION FY 2024

This Agreement is in conformance with the Agreement for Continuing Professional Services, Category 1 and 2, RSQ NO. 05-21, (“AGREEMENT”) dated February 22, 2021, between the Utilities Commission, City Of New Smyrna Beach, Florida, (hereafter "NSBU"), and Mead & Hunt, (hereafter “MEAD & HUNT") and is referred to herein as the contract.

SCOPE OF SERVICES

ON-CALL INSPECTION SERVICES

MEAD & HUNT will provide inspection services on an as-needed basis and coordinate such with NSBU staff. NSBU will provide MEAD & HUNT a minimum of 48 hours advanced electronic mail notification of services needed to allow for proper scheduling of staff. MEAD & HUNT shall:

- Monitor the installation of improvements in subdivision or site development to ensure compliance with applicable code, standards, (including potable water, reclaimed water, and sanitary sewer)
- Prepare construction inspection/activity reports documenting the construction activity utilizing written, electronic, and photographic documentation. Provide the NSBU a copy of reports of witnessed construction activity via electronic mail within 24 hours of inspection.
- Interact with contractors, engineer of record, NSBU personnel, to coordinate connections to NSBU services (water, sewer, reclaim)
- Relay information involving minor field changes to the NSBU Project Manager or designee and engineer of record
- Verify conformance with construction drawings, technical specifications, NSBU construction standards/details, and jurisdictional requirements.
- Witness pressure testing of mains, lamping and video inspections of sewer mains, tapping of mains, installation of line-stops, coring of manholes, tie-ins to mains, etc.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Private utility construction inspection
- Performance of testing construction materials/effort (i.e. compaction testing, Geotech, concrete testing/sampling - contractor to provide)
- Review of contractor safety procedures

SCHEDULE

MEAD & HUNT will strive to review development plans within ten (10) working days of receipt of development plans and supporting information. MEAD & HUNT will provide development inspection throughout each development construction duration.

COMPENSATION

The not-to-exceed cost for this scope of services is $50,000 and shall be invoiced on a time and expense basis at the contract hourly rates in effect at the time of the work effort. If additional funds become necessary, MEAD & HUNT will notify the NSBU and request augmentation of budget prior to exceed the previous budget. Invoicing will be monthly for the work effort expended that month and will show the separate development as separate 'phases' with additional phases added to invoice upon other/future development.

Accepted by:	NEW SMYRNA BEACH UTILITIES	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	
Name:	_____	Name:	David A. King, P.E.
Title:	_____	Title:	Vice President
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:	_____	Date	August 22, 2023

"PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE."

ENGINEER'S ESTIMATE

FINANCIAL PROJECT ID # :	447711-1-54-01
PROJECT DESCRIPTION:	WASHINGTON STREET ROADWAY IMPROVEMENTS
SUBMITTAL TYPE:	100% Plans
DATE:	June 2024
ENGINEERING CONSULTANT FIRM:	DRMP
CONTACT NAME:	Barry T. White
PHONE NUMBER:	(407) 896-0594
PAGE NUMBER:	1 of 4

COMPONENT GROUPS

ROADWAY		$1,345,212.87
TRAFFIC		$202,519.78
UTILITIES		$951,343.18
COMPONENT SUB-TOTAL		$2,499,075.83
(102-1) MOT (Maintenance of Traffic)	10%	$249,907.58
SUB-TOTAL		$2,748,983.42
(101-1) MOB (Mobilization)	8%	$219,918.67
SUB-TOTAL		$2,968,902.09
Contingency	20%	$593,780.42
SUB-TOTAL		$3,562,682.51
PROJECT GRAND TOTAL		**$3,562,682.51**

NOTES:

ENGINEER'S ESTIMATE

Roadway

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
0107 1	LITTER REMOVAL	AC	1.02	$70.48	$71.89
0110 1 1	CLEARING & GRUBBING	AC	0.71	$62,468.16	$44,040.05
0110 4 10	REMOVAL OF EXIST CONC	SY	1893	$61.33	$116,097.69
0120 1	REGULAR EXCAVATION	CY	2766.0	$13.88	$38,392.08
0120 6	EMBANKMENT	CY	684.0	$30.00	$20,520.00
0160 4	TYPE B STABILIZATION	SY	1165	$15.39	$17,929.35
0285702	OPTIONAL BASE,BASE GROUP 02	SY	26	$60.85	$1,582.10
0285706	OPTIONAL BASE,BASE GROUP 06	SY	388	$50.90	$19,749.20
0327 70 6	MILLING EXIST ASPH PAVT,1 1/2" AVG DEPTH	SY	5725	$4.82	$27,594.50
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	449.9	$211.09	$94,969.39
0337 7 81	ASPH CONC FC,TRAFFIC B,FC-12.5,PG 76-22	TN	505.4	$169.04	$85,432.82
0425 1201	INLETS, CURB, TYPE 9, <10'	EA	27	$8,773.33	$236,879.91
0425 1711	INLETS, GUTTER, TYPE V, <10'	EA	1	$8,969.14	$8,969.14
0425 2 41	MANHOLES, P-7, <10'	EA	3	$8,799.42	$26,398.26
0425 2 61	MANHOLES, P-8, <10'	EA	2	$7,336.54	$14,673.08
0430175115	PIPE CULV, OPT MATL, ROUND, 15"S/CD	LF	214	$286.36	$61,281.04
0430174115	PIPE CULV, OPT MATL, ROUND,15"SD	LF	890	$147.00	$130,830.00
0430174117	PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	328	$160.54	$52,657.12
0430174118	PIPE CULV, OPT MATL, ROUND,18"SD	LF	239	$195.74	$46,781.86
0430 963 1	PVC FOR BACK OF SIDEWALK. 4"	LF	44	$93.26	$4,103.44
0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	17	$83.49	$1,419.33
0519 78	BOLLARDS	EA	5	$862.18	$4,310.90
0520 1 XX	CONCRETE CURB & GUTTER, TYPE F, MODIFIED	LF	3576	$49.31	$176,332.56
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	12	$49.31	$591.72
0520 2 1	CONCRETE CURB, TYPE A	LF	78	$51.54	$4,020.12
0520 2 4	CONCRETE CURB, TYPE D	LF	44	$50.43	$2,218.92
0520 3	VALLEY GUTTER- CONCRETE	LF	44	$76.89	$3,383.16
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	2571	$12.00	$30,852.00
0527 2	DETECTABLE WARNINGS	SF	328	$44.35	$14,546.80
550 10 XXX	FENCING	LF	441	$115.00	$50,715.00
0570 1 2	PERFORMANCE TURF, SOD	SY	1537	$5.12	$7,869.44
Roadway		**COMPONENT TOTAL**			**$1,345,212.87**

Notes:

1. The estimated cost of $115.00 for fencing is for 4' X 6' panels of decorative fencing to replace, in kind, as needed.
2. The quantity for pay item 0334 1 12 includes an overbuild quantity of 90.9 TN.

ENGINEER'S ESTIMATE

Traffic

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	40	$17.58	$703.20
0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	140	$34.67	$4,853.80
0632 7 2	SIGNAL CABLE, REPAIR/REPL-FUR & INSTALL	LF	180	$10.85	$1,953.00
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	EA	8	$1,287.11	$10,296.88
0654 2 22	MID BL: RECT RAPID FL BCN, F&I SOL, BB	AS	8	$11,811.17	$94,489.36
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	24	$511.64	$12,279.36
0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	2	$1,634.28	$3,268.56
0700 1 60	SINGLE POST SIGN, REMOVE	AS	13	$54.10	$703.30
0700 3401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	1	$220.07	$220.07
0700 3501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA	14	$248.00	$3,472.00
0700 15 1	IN-STREET SIGN, FUR AND INSTALL-FIX BASE	AS	6	$511.64	$3,069.84
0706 1 3	RAISED PAVMT MARK, TYPE B	EA	149	$4.44	$661.56
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	$30,548.27	$30,548.27
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	204	$6.77	$1,381.08
0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.022	$2,430.18	$53.46
0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	2	$89.01	$178.02
0711 11180	THERMOPLASTIC, STD, WHITE, YIELD LINE	LF	15	$11.51	$172.65
0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	125	$5.85	$731.25
0711 14123	THERMOPLASTIC, PREFORM, WHITE, SOLID,12"	LF	837	$11.00	$9,207.00
0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID,24"	LF	567	$17.24	$9,775.08
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	11	$555.12	$6,106.32
0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	0.505	$5,517.91	$2,786.54
0711 16201	THERMOPLASTIC, STD-OTH,YELLOW, SOLID, 6"	GM	0.715	$7,845.00	$5,609.18
Traffic		**COMPONENT TOTAL**			**$202,519.78**

Engineer's **PRELIMINARY** Estimate of Probable Cost

Washington Street Roadway Improvements

New Smyrna Beach, Florida

FPID NO.: 447744-1-54-01

Date: 5/24/2024

Item #	Qty	Un	Description	Unit $	Extended $
1050-16-004	1,800	LF	Remove & dispose existing waterline	22.00	39,600.00
1050-31-206	202	LF	Utility Pipe- PVC, F&I, Water/Sewer, 6"	135.00	27,270.00
1050-31-208	2,135	LF	Utility Pipe- PVC, F&I, Water/Sewer, 8"	155.00	330,925.00
1050-41-201	200	LF	UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 1"	62.67	12,534.00
1050-41-202	90	LF	UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 2"	146.88	13,219.20
1050-41-210	180	LF	UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 10"	210.00	37,800.00
1055-31-106	4	EA	UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 6"	1,800.00	7,200.00
1055-31-108	40	EA	UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 8"	2,800.00	112,000.00
1055-31-206	1	EA	Utility Fittngs. for DI, DI/CI, F&I Tee, 6"	2,500.00	2,500.00
1055-31-208	13	EA	Utility Fittngs. for DI, DI/CI, F&I Tee, 8"	3,100.00	40,300.00
1055-31-312	8	EA	Utility Fittngs. for DI, DI/CI, F&I, reducer, 8"	1,600.00	12,800.00
1080-23-102	17	EA	Utility Fixt., Tapping Sad./slv., F&I 2"	1,013.85	17,235.45
1080-23-112	1	EA	Utility Fixt., Tapping Sad./slv., F&I 12"	12,461.17	12,461.17
1080-24-102	1	EA	2" Gate valve	1,500.00	1,500.00
1080-24-104	3	EA	4" Gate valve	2,135.15	6,405.45
1080-24-106	5	EA	6" Gate valve	3,250.00	16,250.00
1080-24-108	21	EA	8" Gate valve	4,200.00	88,200.00
1080-26-102	2	EA	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2"	7,200.00	14,400.00
1080-27-102	3	EA	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 2"	6,000.00	18,000.00
1080-27-106	5	EA	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 6"	13,500.00	67,500.00
1080-27-108	1	EA	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 8"	15,000.00	15,000.00
1644-116-08	7	EA	FIRE HYDRANT, F&I, TRAFFIC, 3 WAY - 2 HOSE, 1PUMPER, 6"	8,156.13	57,092.91
1644-90-0	1	EA	FIRE HYDRANT, REMOVE	1,150.00	1,150.00
				Total	**$951,343.18**

Notes:

1. Does not include costs for bonds, fees, utility pole or guy wire relocations, utility relocations, easement or right-of-way acquisition, or any other items not listed above.

UTILITY CONTACTS:

ELECTRIC - WATER - SANITARY SEWER:
NEW SMYRNA BEACH UTILITIES
200 CANAL ST,
NEW SMYRNA BEACH, FLORIDA, 32168
JULIE COUILLARD
JCOUILLARD@NSBUFL.COM
KENNY HO
KHO@NSBUFL.COM

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DAYTONA BEACH, FLORIDA, 32114
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KS2488@ATT.COM
DARRELL BROOM (404) 285-0458
DB0301@ATT.COM

CABLE TV:
CHARTER COMMUNICATIONS
1655 S.R. 472
DELAND, FLORIDA, 32724
KENNETH JR. ROBBINS (407) 427-3815
KENNETH.ROBBINS@CHARTER.COM

NATURAL GAS:
FPUC
10101 SW 56TH STREET
MIAMI, FLORIDA, 33165
ROLAND RUIZ, P.E. (305) 298-0339
ROLAND.RUIZ@RUIZUSA.COM
RONI THOMAS (352) 459-1589
VTHOMAS@CHPK.COM

FDOT CONTACTS:

FDOT (CONSTRUCTION):
719 S. WOODLAND BOULEVARD
DELAND, FLORIDA, 32720
MICHAEL (GLENN) RANEY (386) 740-3524
MICHAEL.RANEY@DOT.STATE.FL.US

FDOT (STORMWATER):
1650 N. KEPLER ROAD
DELAND, FLORIDA, 32724
DAVID SCHAPPEL (386) 740-3400
DAVID.SCHAPPEL@DOT.STATE.FL.US

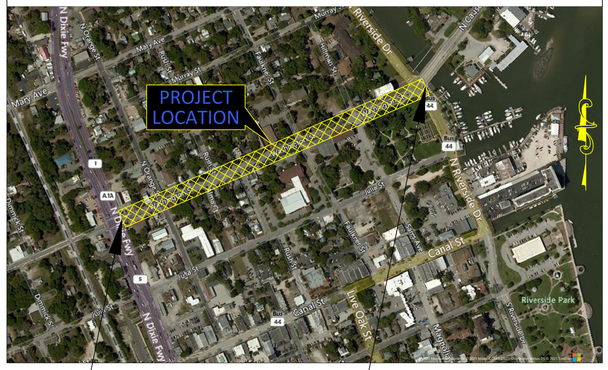
CONSTRUCTION PLANS
for
WASHINGTON STREET
ROADWAY IMPROVEMENTS

CITY OF NEW SMYRNA BEACH, FLORIDA

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's **below.** **Call** before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

100% PLANS
NOT FOR CONSTRUCTION
PRINT DATE - JANUARY 2025

VICINITY MAP
SCALE: 1" = 400'


PROJECT LOCATION
N Dixie Fwy
Riverside Dr
N Causeway
Canal St
Live Oak St
N Riverside Dr
Riverside Park
N Dixie Fwy
Myrtle Ave
Palmetto St
Dixie Fwy
Ridgewood Ave
Peninsula Dr
Flagler Ave
Pine St
Magnolia St
Orange St
Lincoln St
Jefferson St
Washington St
Adams St
Jackson St
Madison St
Monroe St
Polk St
Taylor St
Fillmore St
Buchanan St
Pierce St
Tyler St
Harrison St
Garfield St
Arthur St
Cleveland St
Hayes St
McKinley St
Roosevelt St
Wilson St
Harding St
Coolidge St
Hoover St
Truman St
Eisenhower St
Kennedy St
Johnson St
Nixon St
Ford St
Carter St
Reagan St
Bush St
Clinton St
Bush St
Obama St
Trump St
Biden St
Harris St
Pine St
Myrtle Ave



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGN AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814
BARRY T. WHITE, P.E. NO. 89071

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

C1.0	COVER SHEET AND INDEX OF DRAWINGS
C1.1	SIGNATURE SHEET
C1.2	SUMMARY OF PAY ITEMS
C1.3	ROADWAY TYPICAL SECTION
C1.4 - C1.5	ROADWAY TYPICAL SECTION DETAILS
C1.5	ROADWAY TYPICAL SECTION DETAILS
C1.6	GENERAL NOTES
C1.7	STORMWATER POLLUTION PROTECTION PLAN
C1.8	EROSION CONTROL BEST MANAGEMENT PRACTICES
C2.0	OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN
C2.1	EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 0+00 TO STA. 6+60
C2.2	EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 6+60 TO STA. 13+20
C2.3	EXISTING CONDITIONS AND DEMOLITION PLAN - STA. 13+20 TO STA. 19+80
C3.0	OVERALL GEOMETRY PLAN
C3.1	GEOMETRY PLAN - STA. 0+00 TO STA. 6+60
C3.2	GEOMETRY PLAN - STA. 6+60 TO STA. 13+20
C3.3	GEOMETRY PLAN - STA. 13+20 TO STA. 19+80
C4.0	OVERALL PAVING, GRADING AND DRAINAGE PLAN
C4.1	PAVING, GRADING AND DRAINAGE PLAN - STA. 0+00 TO STA. 6+60
C4.2	PAVING, GRADING AND DRAINAGE PLAN - STA. 6+60 TO STA. 13+20
C4.3	PAVING, GRADING AND DRAINAGE PLAN - STA. 13+20 TO STA. 19
C4.4 - C4.7	ROADWAY CROSS SECTIONS
C4.8 - C4.9	ROADWAY HALF SECTIONS
C4.10	INTERSECTION IMPROVEMENT PLAN SAMS AVENUE
C7.0	TTCP GENERAL NOTES AND PHASING NOTES
C7.1	TTCP TYPICAL SECTIONS
C7.2 - C7.3	TTCP PHASE DETOURS



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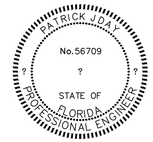
DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814
WILLIAM E. MOSS, P.E. NO. 74611

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

C1.1	SIGNATURE SHEET
C5.0	OVERALL STRIPING AND SIGNAGE PLAN
C5.1	STRIPING AND SIGNAGE PLAN - STA. 0+00 TO STA. 6+60
C5.2	STRIPING AND SIGNAGE PLAN - STA. 6+60 TO STA. 13+20
C5.3	STRIPING AND SIGNAGE PLAN - STA. 13+20 TO STA. 19+80



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DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
PATRICK J. DAY, P.E. NO. 56709

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

C1.1	SIGNATURE SHEET
C6.0	OVERALL UTILITIES PLAN
C6.1	UTILITIES PLAN AND PROFILE - STA. 0+00 TO STA. 6+60
C6.2	UTILITIES PLAN AND PROFILE - STA. 6+60 TO STA. 13+20
C6.3	UTILITIES PLAN AND PROFILE - STA. 13+20 TO STA. 19+80
C6.4 - C6.6	UTILITY DETAILS



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ON THE DATE ADJACENT TO THE SEAL

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HAUBER DESIGN ASSOCIATES, LLC.
POST OFFICE BOX 917842
LONGWOOD, FL 32719
SHARON KAY HAUBER, PLA NO. 0001211

THE ABOVE NAMED PROFESSIONAL LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH

PLAN INDEX

C1.1	SIGNATURE SHEET
H1.1	HARDSCAPE SHEET INDEX PLAN
H1.2 - H1.7	HARDSCAPE PLAN WALK & PLANTER LAYOUT
H1.8	HARDSCAPE NOTES & DETAIL
L1.1	LANDSCAPE SHEET INDEX PLAN
L1.2 - L1.5	LANDSCAPE PLAN PLANTING PLAN
L1.6	LANDSCAP PLANT LIST & PLANTING DETAILS
L1.7	LANDSCAPE NOTES



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ON THE DATE ADJACENT TO THE SEAL

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TLC ENGINEERING SOLUTIONS
7370 CABOT COURT, SUITE 103
MELBOURNE, FL 32940
MOHAMMED MONCEF HADIJI, P.E. NO. 56709

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

C1.1	SIGNATURE SHEET
E001	ELECTRICAL SYMBOLS, LEGEND AND INDEX
E002	ELECTRICAL NOTES
E100	ELECTRICAL OVERALL PLAN
E101	ELECTRICAL PLANS - AREA 1
E102	ELECTRICAL PLANS - AREA 2
E103	ELECTRICAL PLANS - AREA 3
E104	ELECTRICAL PLANS - AREA 4
E105	ELECTRICAL PLANS - SERVICE LOCATION
E501	ELECTRICAL SCHEDULES & ONE-LINE DIAGRAM
E601	ELECTRICAL DETAILS
E602	ELECTRICAL CUTSHEETS

REVISIONS				REVISIONS			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---
APPROVED BY ---

DRMP, Inc.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 Lake Baldwin Lane - Orlando, Florida 32814
Phone:407.896.0594 Fax:407.896.4836 WWW.DRMP.COM

CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SIGNATURE SHEET

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: **C1.1**

C:\DARoot\Jobs\c5e8a8390994429a97ab24dae7e7226f\adskfiles\b.d8271b77--7d4b--4b5e--9e87--f8351ea2538e\Project Files\CADD\General--Civil\Design\Plans\SIGNRD01.dwg Plotted: Jan 23, 2025 - 10:52pm by acesuser

SUMMARY OF PAY ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	350
0104 10 3	SEDIMENT BARRIER	LF	1180
0104 18	INLET PROTECTION SYSTEM	EA	30
0107 1	LITTER REMOVAL	AC	1.02
0108 2	MONITOR EXISTING STRUCTURES- VIBRATION MONITORING	LS	1
0110 1 1	CLEARING & GRUBBING	AC	0.71
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	1,893
0110 7 1	MAILBOX, F&I SINGLE	EA	4
0120 1	REGULAR EXCAVATION	CY	2,766.0
0120 6	EMBANKMENT	CY	684.0
0160 4	TYPE B STABILIZATION	SY	1,165
0285702	OPTIONAL BASE, BASE GROUP 2	SY	26
0285706	OPTIONAL BASE, BASE GROUP 6	SY	388
0327 70 6	MILLING EXIST ASPH PAVT. 1 1/2" AVG DEPTH	SY	5,725
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	449.9
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	505.4
0425 1201	INLETS, CURB, TYPE 9, <10'	EA	27
0425 1711	INLETS, GUTTER, TYPE V, <10'	EA	1
0425 2 41	MANHOLES, P-7, <10'	EA	3
0425 2 61	MANHOLES, P-8, <10'	EA	2
0430175115	PIPE CULV, OPT MATL, ROUND,15"S/CD	LF	214
0430174115	PIPE CULV, OPT MATL, ROUND,15"SD	LF	890
0430175118	PIPE CULV, OPT MATL, ROUND,18"S/CD	LF	328
0430174118	PIPE CULV, OPT MATL, ROUND,18"SD	LF	239
0430 963 1	PVC FOR BACK OF SIDEWALK. 4"	LF	44
0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	17
0519078	BOLLARDS	EA	5
0520 1 XX	CONCRETE CURB & GUTTER, TYPE F, MODIFIED	LF	3,576
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	12
0520 2 1	CONCRETE CURB, TYPE A	LF	78
0520 2 4	CONCRETE CURB, TYPE D	LF	44
0520 3	VALLEY GUTTER- CONCRETE	LF	44
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	2,571
0527 2	DETECTABLE WARNINGS	SF	328
0550 10 XXX	FENCING	LF	441
0570 1 2	PERFORMANCE TURF, SOD	SY	1,537
0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	40
0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	140
0632 7 2	SIGNAL CABLE, REPAIR/REPL-FUR & INSTALL	LF	180
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	EA	8

SUMMARY OF PAY ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
0654 2 22	MID BL: RECT RAPID FL BCN, F&I SOL, BB	AS	8
0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	24
0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	2
0700 1 60	SINGLE POST SIGN, REMOVE	AS	13
0700 3401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	1
0700 3501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA	14
0700 15 2	IN-STREET SIGN ASSEMBLY, F& I- FIXED BASE CONNECTION	EA	6
0706 1 3	RAISED PAVMT MARK, TYPE B	EA	149
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	204
0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.022
0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	2
0711 11180	THERMOPLASTIC, STD, WHITE, YIELD LINE	LF	15
0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	125
0711 14123	THERMOPLASTIC, PREFORM, WHITE, SOLID,12"	LF	837
0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID,24"	LF	567
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	11
0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	0.505
0711 16201	THERMOPLASTIC, STD-OTH,YELLOW, SOLID, 6"	GM	0.715
1050 16004	Remove & dispose existing waterline	LF	1800
1050 31 206	Utility Pipe- PVC, F&I, Water/Sewer, 6"	LF	202
1050 31 208	Utility Pipe- PVC, F&I, Water/Sewer, 8"	LF	2135
1050 41 201	UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 1"	LF	200
1050 41 202	UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 2"	LF	90
1050 41 210	UTILITY PIPE- POLYETHYLENE, F&I, WATER/SEWER, 10"	LF	180
1055 31 106	UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 6"	EA	4
1055 31 108	UTILITY FITTINGS FOR PVC PIPE, F&I, ELBOW, 8"	EA	40
1055 31 206	Utility Fittngs. for DI, DI/CI, F&I Tee, 6"	EA	1
1055 31 208	Utility Fittngs. for DI, DI/CI, F&I Tee, 8"	EA	13
1055 31 312	Utility Fittngs. for DI, DI/CI, F&I, reducer, 8"	EA	8
1080 23 102	Utility Fixt., Tapping Sad./slv., F&I 2"	EA	17
1080 23 112	Utility Fixt., Tapping Sad./slv., F&I 12"	EA	1
1080 24 102	2" Gate valve	EA	1
1080 24 104	4" Gate valve	EA	3
1080 24 106	6" Gate valve	EA	5
1080 24 108	8" Gate valve	EA	21
1080 26 102	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 2"	EA	2
1080 27 102	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 2"	EA	3
1080 27 106	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 6"	EA	5
1080 27 108	UTILITY FIXTURE- LINE STOP ASSEMBLY, FURNISH AND INSTALL, 8"	EA	1
1644 116 08	FIRE HYDRANT, STD, F&I, 2 WAY, FLUSH TYPE, 1 HOSE, 1 PUMPER, 6"	EA	7
1644 90 0	FIRE HYDRANT, REMOVE	EA	1

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NO.	DATE	DESCRIPTION	BY

R E V I S I O N S

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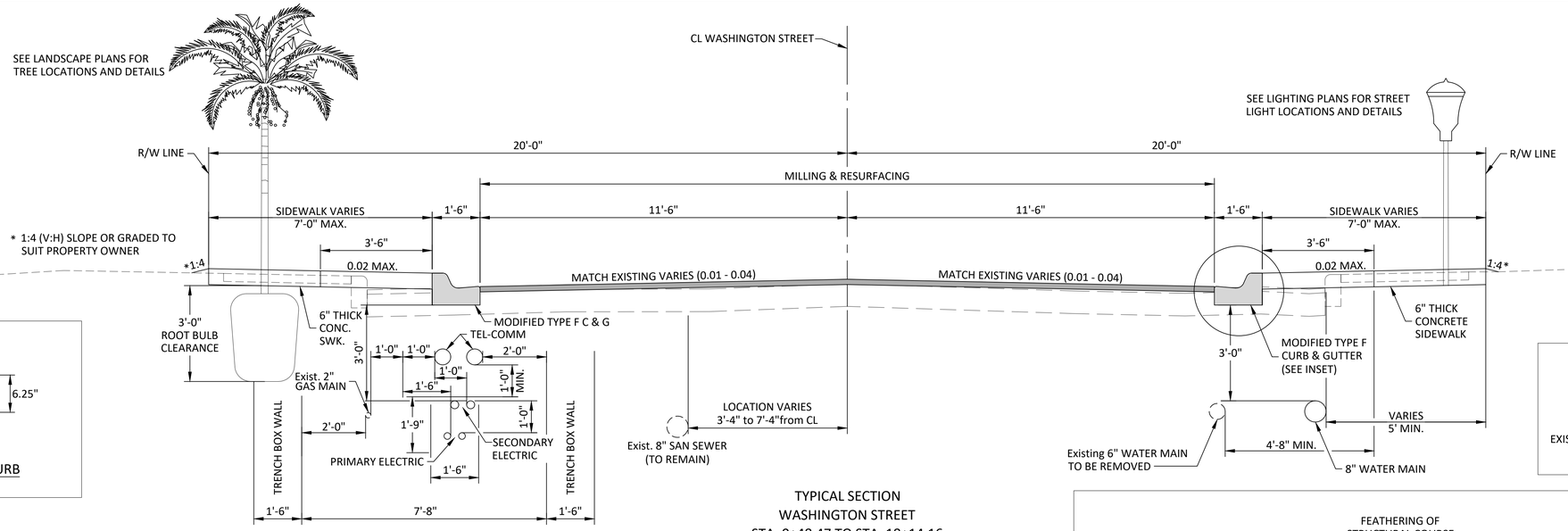
CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

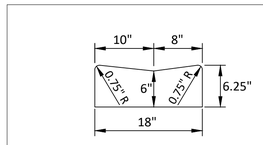
DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SUMMARY OF PAY ITEMS

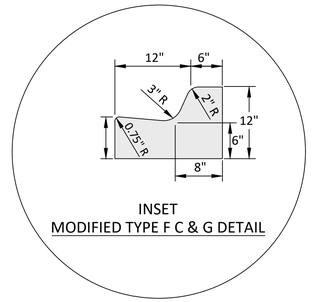
Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: **C1.2**

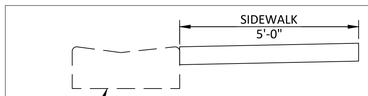




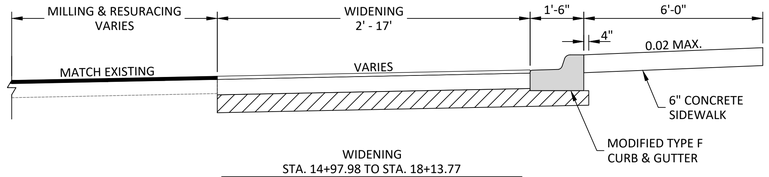
MODIFIED DROP CURB



INSET
MODIFIED TYPE F C & G DETAIL



BACK OF SIDEWALK CURB
STA. 0+48.69 TO STA. 0+56.91



WIDENING
STA. 14+97.98 TO STA. 18+13.77

6" STABILIZED SUB GRADE (98% MAX. DRY DENSITY)
OPTIONAL BASE GROUP 6 WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
AND FRICTION COURSE FC-12.5 (TRAFFIC B) (1.5")

TYPICAL SECTION
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16

MILLING

MILL EXISTING ASPHALT PAVEMENT (1.5" AVG. DEPTH)

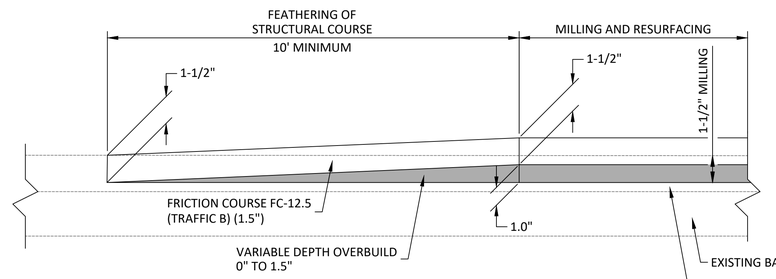
RESURFACING

TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (1")
AND FRICTION COURSE FC-12.5 (TRAFFIC B) (1.5")
**OVERBUILD TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) THICKNESS VARIES

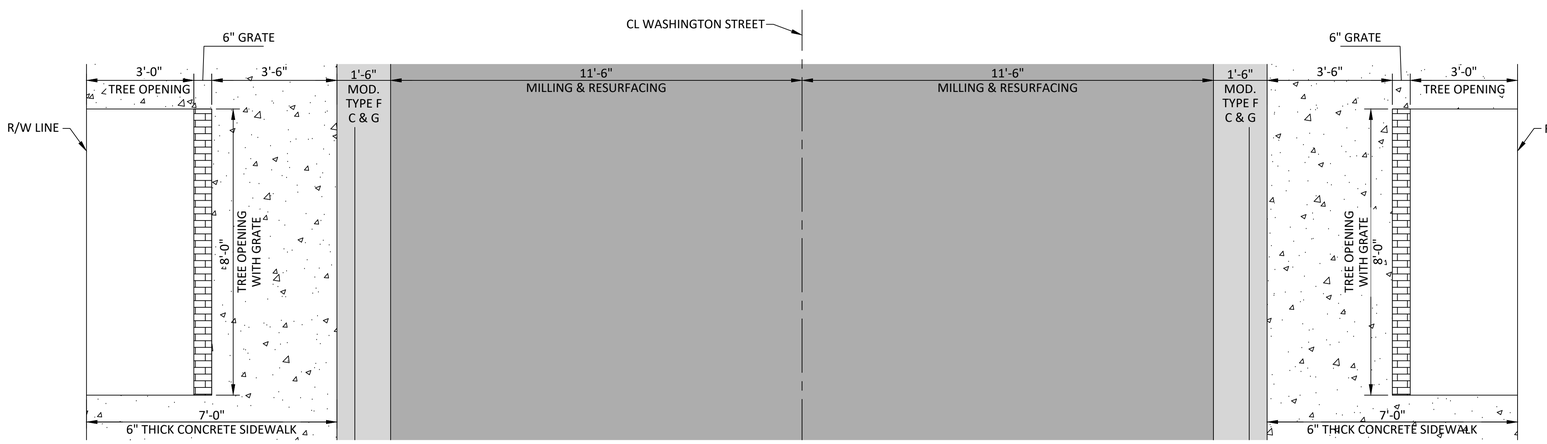
**SEE OVERBUILD DETAILS

RECONSTRUCTION

6" STABILIZED SUB GRADE (98% MAX. DRY DENSITY)
OPTIONAL BASE GROUP 6 WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
AND FRICTION COURSE FC-12.5 (TRAFFIC B) (1.5")



MILLING DETAIL
STA. 0+48.47, STA. 18+14.16 AND SIDE STREETS



TYPICAL PLAN
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16

NOTES:
1. SEE LANDSCAPE PLANS FOR TREE PLACEMENT AND TREE OPENING AND GRATE DETAILS
2. THE CONTRACTOR MUST FOLLOW THE CONCRETE SCORING PATTERN AND DETAILS PROVIDED IN THE LANDSCAPING PLANS

REVISIONS				REVISIONS			
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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

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ROADWAY TYPICAL SECTION

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: AS SHOWN
DATE: JUNE, 2024
DRAWING: **C1.3**

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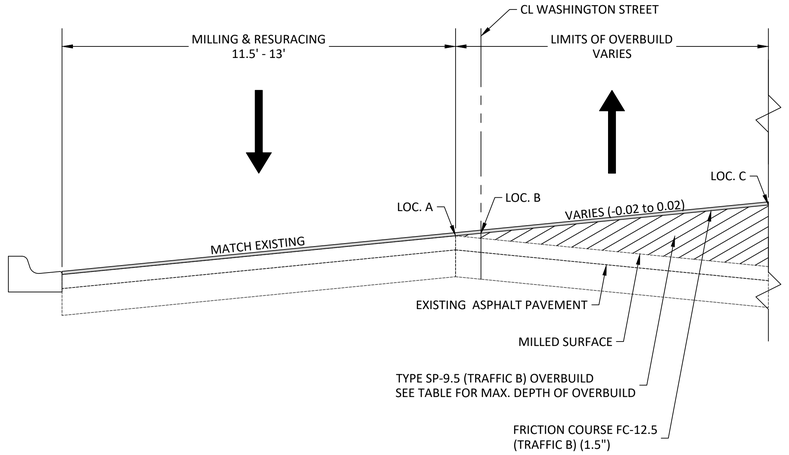

WASHINGTON STREET
OVERBUILD DETAILS
NTS

STATION	OVERBUILD DETAILS									END AREA	TONNAGE
	EASTBOUND WASHINGTON STREET FROM SAMS AVENUE TO N RIVERSIDE DRIVE										
	THICKNESS AT LOC. A	WIDTH OF OVERBUILD	EXISTING CROSS SLOPE	PROPOSED CROSS SLOPE	THICKNESS AT LOC. B	WIDTH OF OVERBUILD	EXISTING CROSS SLOPE	PROPOSED CROSS SLOPE	THICKNESS AT LOC. C		
	IN.	FT.	%	%	IN.	FT.	%	%	IN.	S.F.	TN.
14+50.00	0.00	–	–	–	0.00	–	–	–	0.00	0.0	0.00
15+00.00	0.00	1.1	−1.5	4.1	0.72	15.3	−1.5	−1.0	1.50	1.5	2.66
15+25.00	0.00	4.0	−1.0	3.9	2.34	27.4	−0.1	−0.5	0.96	4.1	5.09
15+50.00	0.00	2.7	−1.0	3.0	1.62	23.6	−1.0	0.0	1.08	5.0	8.35
16+00.00	0.00	0.0	1.0	1.0	0.00	13.9	1.0	1.0	0.00	0.0	9.17
16+50.00	0.00	13.0	−1.0	2.0	4.44	8.4	−1.0	2.0	6.96	6.5	11.83
17+00.00	0.00	0.9	−1.0	2.0	0.30	17.5	−1.0	2.0	5.76	4.4	19.89
17+50.00	0.00	2.6	−1.0	3.0	0.60	16.7	−1.0	0.0	2.46	2.3	12.19
18+00.00	0.00	10.4	−2.0	−2.0	0.00	11.0	−2.0	−2.0	0.00	0.0	4.13
										TOTAL =	73.3

NOTE:
THICKNESS VALUES IN THE OVERBUILD TABLE ARE FOR INFORMATIONAL PURPOSES ONLY. QUANTITIES MAY VARY BASED ON FIELD CONDITIONS AT TIME OF CONSTRUCTION.

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ROADWAY TYPICAL SECTION DETAILS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: AS SHOWN
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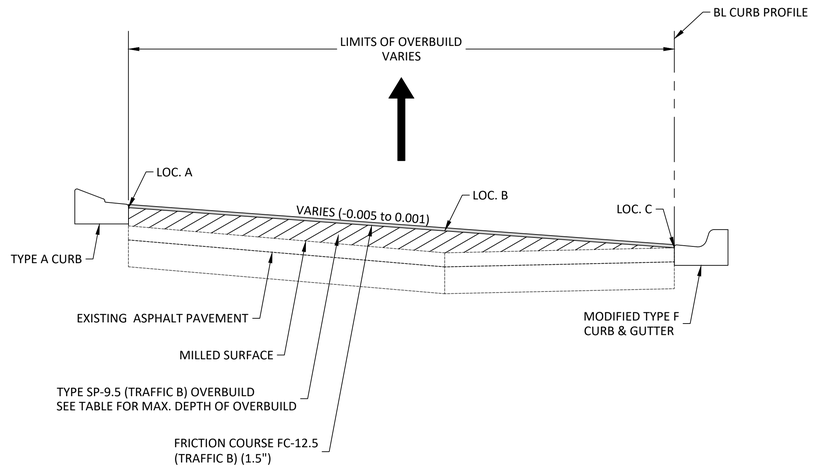

SAMS AVENUE
OVERBUILD DETAILS
NTS

SEE GRADING DETAILS ON INTERSECTION IMPROVEMENT PLAN SHEET

STATION	OVERBUILD DETAILS									END AREA	TONNAGE
	SAMS AVENUE RIGHT TURN LANE ONTO EASTBOUND WASHINGTON STREET										
	THICKNESS AT LOC. A	WIDTH OF OVERBUILD	EXISTING CROSS SLOPE	PROPOSED CROSS SLOPE	THICKNESS AT LOC. B	WIDTH OF OVERBUILD	EXISTING CROSS SLOPE	PROPOSED CROSS SLOPE	THICKNESS AT LOC. C		
	IN.	FT.	%	%	IN.	FT.	%	%	IN.	S.F.	TN.
200+00.00	0.00	–	–	–	0.00	–	–	–	0.00	0.0	0.00
200+15.18	6.18	14.3	0.2	−0.5	5.04	4.6	−0.4	−0.5	5.04	8.6	4.79
200+30.47	5.94	12.3	−0.6	−0.5	6.06	1.4	6.5	−0.5	4.98	6.8	8.63
200+45.13	0.72	3.2	−1.2	0.1	1.26	13.4	0.9	0.1	0.00	0.9	4.15
										TOTAL =	17.6

NOTE:
THICKNESS VALUES IN THE OVERBUILD TABLE ARE FOR INFORMATIONAL PURPOSES ONLY. QUANTITIES MAY VARY BASED ON FIELD CONDITIONS AT TIME OF CONSTRUCTION.

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ROADWAY TYPICAL SECTION DETAILS

Barry T. White, P.E.
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GENERAL NOTES

1. ELEVATIONS SHOWN ON THE PLANS ARE BASED OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

2. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT (NAD83/1990) AND ARE BASED ON THE PUBLISHED VALUES OF A NATIONAL GEODETIC SURVEY MONUMENT STAMPED, "T212 RESET 1969".

3. THE ELEVATIONS SHOWN HEREON ARE BASED ON A COASTAL GEODETIC SURVEY (CGS) MONUMENT STAMPED, "D 212 1963", ELEVATION = 10.93 FEET AS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

4. UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING SPECIFICATIONS:

- SJRWMD
- FDOH (WATER)
- FDEP
- FDOT
- CITY OF NEW SMYRNA BEACH
- NEW SMYRNA BEACH UTILITIES
- FDOT STANDARD PLANS - FY 2024-25

5. THIS DESIGN HAS BEEN BASED UPON GROUND-RUN TOPOGRAPHIC SURVEYS BY ALLEN ENGINEERING, INC. GEOTECHNICAL EVALUATION HAS BEEN PERFORMED BY GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC. DRMP, INC. MAKES NO ASSURANCES REGARDING THE ACCURACY OF EITHER SUCH EVALUATION.

6. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUBSURFACE CONDITIONS, THE WORK REQUIRED AND ALL OTHER CONDITIONS THAT MAY AFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK.

7. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS BEARING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER, IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.

8. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE CITY OF NEW SMYRNA BEACH (OWNER) AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC CARRIERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, AND TELEGRAPH FACILITIES SUCH AS PAVEMENTS, TRACKS, PIPING, WIRES, CABLES, CONDUITS, POLES, GUYS, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.

10. UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE GOVERNED BY THE PLANS, APPLICABLE PERMITS, AND SPECIFICATIONS HEREIN, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.

11. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC OR UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY. IN ADDITION, CONTRACTOR SHALL OBTAIN GAS I.D. NUMBER FROM LOCAL GAS COMPANY AND NOTIFY UNDERGROUND UTILITIES, NOTIFICATION CENTER AT 1-800-432-4770 AT LEAST 72 HOURS PRIOR TO START OF WORK.

12. IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS HE SHALL IMMEDIATELY NOTIFY THE OWNER OR OWNER'S AGENT.

13. CONTRACTOR SHALL PRESERVE AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE MONUMENTS, POINTS OR MARKERS ARE DISTURBED THE CONTRACTOR SHALL EMPLOY A FLORIDA REGISTERED LAND SURVEYOR TO RESET OR REPLACE THEM.

14. THE OWNER, OWNER'S AGENT AND INSPECTORS OF APPLICABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHENEVER IT IS IN PREPARATION OR PROGRESS; AND THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND FOR THE INSPECTION.

15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO INSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS OR USE. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.

16. CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY MANUFACTURER.

17. PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORM WATER PONDS, CANALS, ARTIFICIAL LAKES) CONTRACTOR SHALL INSTALL FENCES AND TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO INSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED.

18. CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE PROVISIONS OF THE FLORIDA STATE TRENCH SAFETY ACT.

19.1 THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:

A. ALL EMPLOYEES ON THE WORK AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;

B. ALL THE WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;

C. OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.

19.2 THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC, QUASI PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES OF THE EXISTENCE OF HAZARDS AND OF THE SAFETY REGULATIONS.

19.3 ALL DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN CLAUSE 19.1 (C) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SHALL BE REMEDIED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROPERLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR THE ENGINEER OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND NOT PROPERLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

19.4 UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE EXECUTION OR NON-EXECUTION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURIES OR DAMAGES TO ANY PORTION OF THE WORK OCCASIONED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF.

19.5 THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDED UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.

19.6 ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.

20.1 THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.

20.2 THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LIABILITY, PUBLIC OR PRIVATE, PENALTIES, CONTRACTUAL OR OTHERWISE, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, CAUSES OF ACTION, CLAIMS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AS AMENDED OR ANY RULE OR REGULATION PROMULGATED THEREUNDER OR OF ANY STATE LAWS OR REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, AND CONTRACTOR SHALL INDEMNIFY OWNER FROM ANY SUCH CLAIMS, PENALTIES, SUITS OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICIAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR ON BEHALF OF OWNER, JOINTLY OR SEVERALLY, AND/OR THEIR AGENTS AND EMPLOYEES. THE CONTRACTOR FURTHER AGREES, IN THE EVENT OF A CLAIMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, OWNER MAY IMMEDIATELY TAKE WHATEVER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAIMED VIOLATION. ANY AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES TO PROTECT, HOLD HARMLESS AND INDEMNIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES.

21. ALL WORK PERFORMED UNDER THE CONTRACT, AND ALL EQUIPMENT, APPLIANCES, TOOLS AND LIKE ITEMS USED IN THE WORK SHALL CONFORM TO APPLICABLE SAFETY CODES AND REGULATIONS OF ANY PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION. IN THE EVENT OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT INTERPRETATION OR REGULATION SHALL GOVERN.

22. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT AN EROSION CONTROL PLAN TO MINIMIZE EROSION AND INSURE FUNCTIONING OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION.

23.1 CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS (AS DEFINED PARAGRAPH 20.8) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.

23.2 CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.

23.3 CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF PARAGRAPH 23.7.

23.4 CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL APPROVALS, REMEDIATION AND CLEANUP ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS OF THIS ARTICLE 23.

23.5 SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF THIS PARAGRAPH, CONTRACTOR SHALL IMMEDIATELY SO INFORM OWNER IN WRITING. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.

23.6 IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO OWNER IN WRITING.

23.7 IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABATEMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, WHICHEVER PERIOD IS SHORTER, CONTRACTOR SHALL BE IN MATERIAL DEFAULT OF THIS CONTRACT.

23.8 "HAZARDOUS MATERIAL" MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," POLLUTANT OR CONTAMINANT UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (42 U.S.C. SECTIONS 9601 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AUTHORITY, AGENCY, DEPARTMENT, COMMISSION, BOARD, AGENCY OR INSTRUMENTALITY OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES ARE LOCATED OR ANY POLITICAL SUBDIVISION THEREOF, OR (D) THE PRESENCE OF WHICH ON THE PREMISES CAUSES OR THREATENS TO CAUSE A NUISANCE UPON THE PREMISES OR TO ADJACENT PROPERTIES OR POSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (E) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.

24.1 THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.

24.2 THE CONTRACTOR IS TO FIELD VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONAL INFORMATION OF ALL EXISTING DRAINAGE STRUCTURES AND PIPES PRIOR TO ORDERING, CASTING, OR PLACING PROPOSED DRAINAGE STRUCTURES TO ACCOMMODATE FIELD CONDITIONS

25. THE CONTRACTOR SHOULD EXPECT TO ENCOUNTER COQUINA ROCK AND CONCRETE DIRECTLY BENEATH THE SOIL CEMENT BASE DURING SUBSURFACE EXCAVATION FOR ANY AND ALL PARTS OF CONSTRUCTION ASSOCIATED WITH THIS PROJECT. THIS DOES NOT CONSTITUTE DIFFERING OR UNUSUAL SITE CONDITIONS. THIS SHOULD BE PART OF THE BID PROPOSAL FEE ESTIMATE FOR THE PROJECT AND WILL NOT CONSTITUTE A CHANGE ORDER OF ANY MAGNITUDE IF THE CONTRACTOR ENCOUNTERS COQUINA ROCK.

26. THE CONTRACTOR SHALL BE RESPONSIBLE TO SUBMIT A QUALITY CONTROL PLAN FOR ALL WORK ITEMS THAT WILL REQUIRE QUALITY CONTROL, QUALITY ASSURANCE, MATERIAL VERIFICATION, DENSITY TESTING AND LABORATORY TESTS REQUIRED BY THE CONTRACT SPECIFICATIONS. CONTRACTOR IS TO PAY FOR ALL MATERIAL TESTING WHETHER PASSING RESULTS OR OTHERWISE UNTIL A SATISFACTORY RESULT HAS BEEN ACHIEVED THAT MEETS THE CONTRACT SPECIFICATIONS.

27. AFTER THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL PROVIDE THE OWNER WITH THE CERTIFIED AS-BUILT PLANS, SIGNED AND SEALED BY A LICENSED FLORIDA PROFESSIONAL ENGINEER OR A REGISTERED FLORIDA SURVEYOR / ENGINEER. THE VERSION OF AUTO CAD FILE SHALL BE IN 2021 OR NEWER AND AN ELECTRONIC COPY IN AUTOCAD FORMAT PRIOR TO FINAL ACCEPTANCE.

28. DUE TO THE PRESENCE OF NRHP-ELIGIBLE OR LISTED RESOURCES, THE OLD FORT MOUND (8VO00105) AND THE OLD KING'S ROAD ARCHAEOLOGICAL DISTRICT (8VO00105), NEAR THE EASTERN END OF THE ARCHAEOLOGICAL AREA OF POTENTIAL EFFECT (APE), A SECRETARY OF THE INTERIOR (SOI) QUALIFIED ARCHAEOLOGICAL MUST BE ON SITE TO MONITOR ALL GROUND DISTURBING ACTIVITY IN THE VICINITY OF THE PROJECT LIMITS. DUE TO THE PROXIMITY OF UNMARKED HISTORIC (8VO00255) AND ALL PREHISTORIC (8VO00255) BURIALS IN THE VICINITY OF THE ARCHAEOLOGICAL APE, CONSTRUCTION CREWS ARE REQUIRED TO BE TRAINED ON CHAPTER 872, SECTION 5, OF THE FLORIDA STATUTES AS WELL AS THE NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA).

29. SHOULD PREVIOUSLY UNIDENTIFIED HISTORIC PROPERTIES, OR POTENTIAL EFFECTS TO SUCH PROPERTIES BE DISCOVERED DURING CONSTRUCTION, THE CONTRACTOR AND ITS SUBCONTRACTORS MUST FOLLOW THE PROCEDURES OUTLINED IN STIPULATION IX OF FDOT'S SECTION 106 PROGRAMMATIC AGREEMENT.

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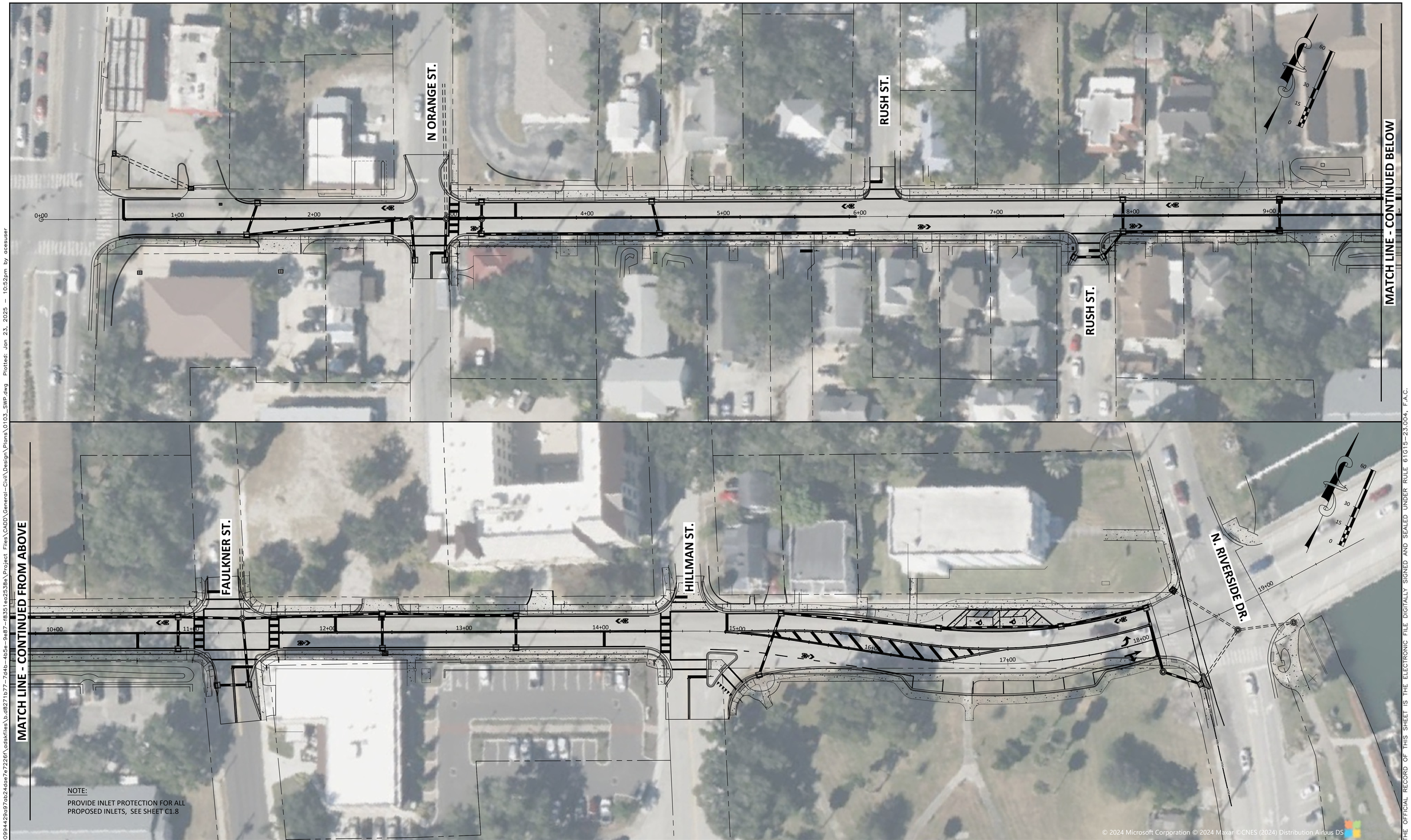
CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

GENERAL NOTES

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: NONE
DATE: JUNE, 2024
DRAWING: **C1.6**



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STORMWATER POLLUTION PROTECTION PLAN

Barry T. White, P.E.
State of Florida # 89071

FPID NO.:	447711-1-54-01
SCALE:	1" = 30'
DATE:	JUNE, 2024
DRAWING:	C1.7

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EROSION PROTECTION NOTES:

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

THIS PROJECT IS IN VOLUSIA COUNTY, ALONG WASHINGTON STREET BETWEEN THE INTERSECTIONS OF N DIXIE FREEWAY AND N RIVERSIDE DRIVE.

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE PROJECT CONSISTS OF THE CONSTRUCTION OF APPROXIMATELY 0.34 MILES OF IMPROVED ROADWAY, STARTING AT N DIXIE FREEWAY AND N RIVERSIDE DRIVE. THE RENOVATION IS TO INCLUDE STREETSCAPE ITEMS TO MAKE IT MORE APPEALING, UPGRADED UTILITIES, AND INTERSECTION RENOVATIONS.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. STORM DRAIN AND ROADWAY UNDERDRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.

2. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.

1.A. AREA ESTIMATES:

TOTAL SITE AREA: 1.96 ACRES
TOTAL AREA TO BE DISTURBED: 1.96 ACRES

1.B. RUNOFF DATA

RUNOFF COEFFICIENTS:
BEFORE: 0.62
DURING: VARIES FROM 0.62 TO 0.76
AFTER: 0.76

SOILS DATA: N/A.

1.C. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS AND THE CROSS SECTION SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITY SHEETS.

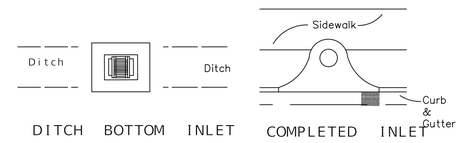
* LOCATIONS OF PERMANENT CONTROLS: THERE ARE NO PERMANENT EROSION CONTROL FOR THIS PROJECT.

AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS AND THE PLAN-PROFILE SHEETS.

* SURFACE WATERS: THERE ARE NO SURFACE WATERS LOCATED WITHIN THE PROJECT LIMITS.

* DISCHARGE POINTS TO SURFACE WATERS: THERE ARE NO DISCHARGE POINTS TO SURFACE WATERS IN THIS PROJECT.

1.A. RECEIVING WATERS: INDIAN RIVER.



Anchor Synthetic Bales or Sediment Filter Logs

INLET PROTECTION
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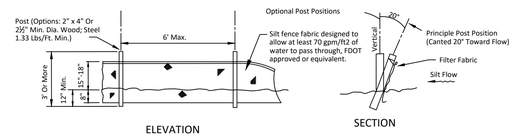

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

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EROSION CONTROL BEST MANAGEMENT PRACTICES

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
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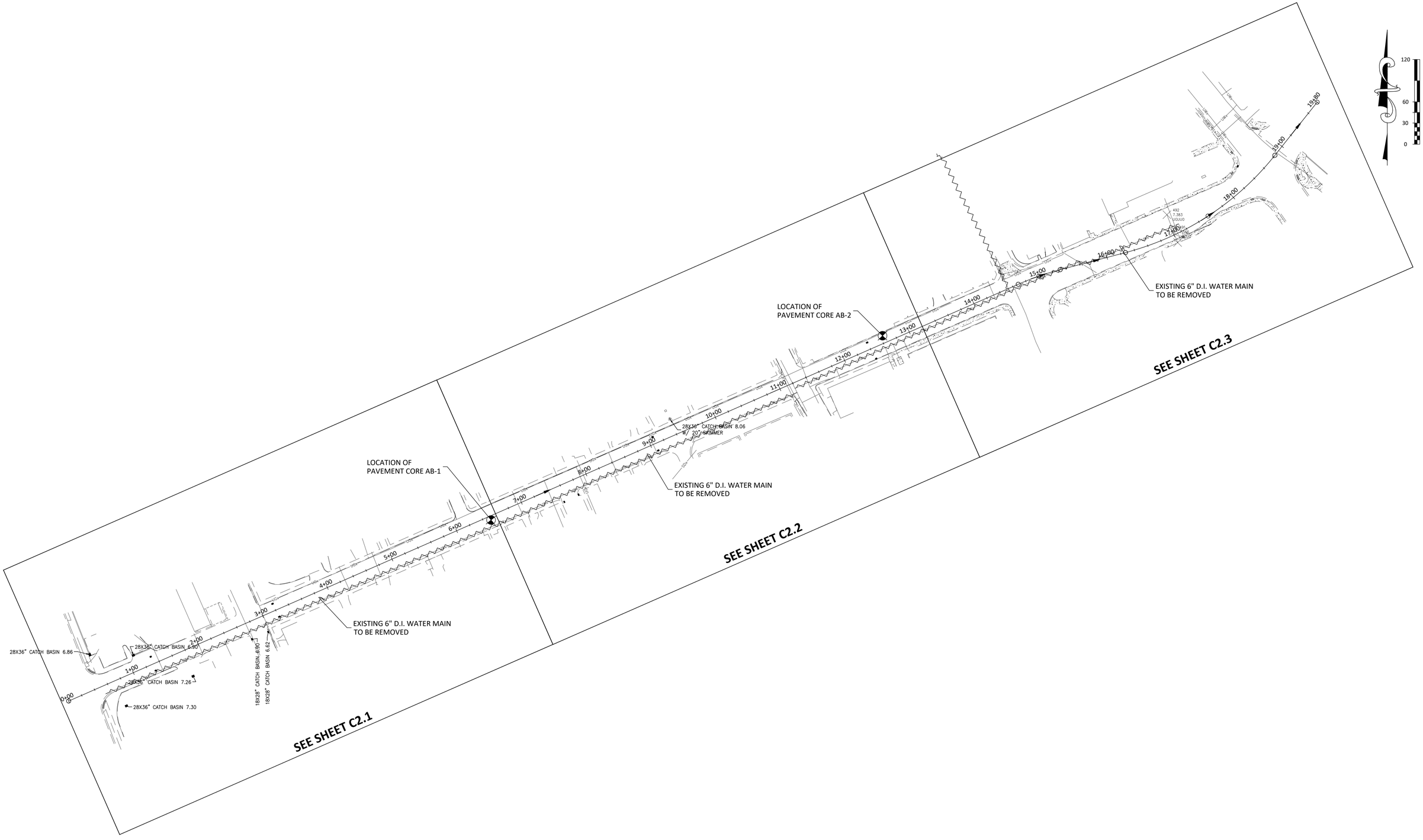

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OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 60'
DATE: JUNE, 2024
DRAWING: **C2.0**

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ABBREVIATIONS:

BFP	BACK FLOW PREVENTER	GA	GUY ANCHOR	SLS	SPEED LIMIT SIGN
CHH	COMMUNICATIONS HAND HOLE	GL	GROUND LIGHT	SMH	SANITARY MANHOLE
CLF	CHAIN LINK FENCE	GLM	GAS MARKER	STP	STOP SIGN
CLP	CONCRETE LIGHT POLE	GV	GAS VALVE	SV	SEWER VALVE
CMH	COMMUNICATIONS MANHOLE	HCP	HANDICAP	TEMP	TEMPORARY
CO	CLEANOUT	HDPE	HIGH DENSITY POLYETHYLENE	TOB	TOP OF BANK
CONC	CONCRETE	ICV	IRRIGATION CONTROL VALVE	TOE	TOE OF SLOPE
CPP	CONCRETE POWER POLE	ID	IDENTIFICATION	TSCB	TRAFFIC SIGNAL CONTROL BOX
CTSP	CONCRETE TRAFFIC SIGNAL POLE	INV	INVERT	TSHH	TRAFFIC SIGNAL HAND HOLE
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY	LB	LICENSED BUSINESS	TSP	TRAFFIC SIGNAL POLE
DET.	DETECTABLE	MB	MAILBOX	TYP	TYPICAL
DMH	DRAINAGE MANHOLE	MF	METAL FENCE	UCX	UNDERGROUND COMMUNICATIONS
DNE	DO NOT ENTER SIGN	MH	MANHOLE	UEX	UNDERGROUND ELECTRIC
EMV	ELECTRIC METER VAULT	MLP	METAL LIGHT POLE	UWX	UNDERGROUND WATER
ET	ELECTRIC TRANSFORMER	OHW	OVERHEAD WIRE	WF	WOOD FENCE
EVAC	EVACUATION SIGN	PEDX	PEDESTRIAN CROSSING	WM	WATER METER
FGP	FENCE GATE POST	RTO	RIGHT TURN ONLY SIGN	WPP	WOOD POWER POLE
FH	FIRE HYDRANT	RWB	RECLAIM WATERLINE BEND	WS	WATER SERVICE
FLP	FIBERGLASS LIGHT POLE	RWM	RECLAIM WATERLINE METER	WTSP	WOOD TRAFFIC SIGNAL POLE
FOCM	FIBER OPTIC CABLE MARKER	RWV	RECLAIM WATERLINE VALVE	WV	WATER VALVE
FOHH	FIBER OPTIC HAND HOLE	SDX	STORM DRAIN PIPE EXISTING		

0 10 20 40

STATE ROAD 5
(N. DIXIE HIGHWAY)

N. ORANGE STREET

RUSH STREET

WASHINGTON STREET

ALMA COURT

EXXON
301 N DIXIE FREEWAY
OWNER(S): GATE PETROLEUM CO

VACANT LOT
WASHINGTON ST.
OWNER(S):
PATRICK & LANCE SAMPLES

VACANT PARCEL W/ BUILDING
300 N ORANGE ST
OWNER(S):
PATRICK & LANCE SAMPLES

COASTAL CHOICES WOMEN'S CLINIC PARCEL W/ BUILDING
307 N ORANGE ST
OWNER(S):
307 N ORANGE ST LLC - FS

305 WASHINGTON ST
OWNER(S):
WALKER JIMMIE KAYE

303 WASHINGTON ST
OWNER(S):
RICKEY & SHANNON WESTFALL

301 WASHINGTON ST
OWNER(S):
DAWN MCKENNA MOORE

221 WASHINGTON ST
OWNER(S):
DEBORAH BELL

STUART CAR CARE CENTER
219 N DIXIE FREEWAY
OWNER(S):
LI ANN & STUART WINKLER

SHUGA'S BAKERY
218 N ORANGE ST
OWNER(S):
RSL DEVELOPMENT LLC

CRIMSON HOUSE
219 N ORANGE ST
OWNER(S): 1913 HOUSE NSB LLC

ANCHOR INN
312 WASHINGTON ST
OWNER(S):
PIRATE AND MERMAID LLC

310 WASHINGTON ST
OWNER(S):
JON & ELIZABETH CONANT

306 WASHINGTON ST
OWNER(S):
CRAIG CHERRY &
MARILEE WALTERS

304 WASHINGTON ST
OWNER(S):
SIWARSKI ANDREW
& SARA I SMITH

BEGIN PROJECT
STA. 0+48.47
CL CONST. WASHINGTON ST.

MATCH LINE STA. 6+60 - SEE SHEET C2.2

NOTES:
1. CONTRACTOR TO CUT AND CAP IRRIGATION ON THE STUART CAR CARE CENTER FROM STA. 0+50 TO STA. 1+90.
2. CONTRACTOR TO ADJUST AND BRASS CAP SANITARY VALVE AT BACK OF SIDEWALK AT APPROXIMATELY STA. 1+10 RT.
3. CONTRACTOR TO FIELD VERIFY EXISTING DRAINAGE STRUCTURES AND PIPES PRIOR TO REMOVAL.
4. CONTRACTOR TO HAVE A CERTIFIED ARBORIST FOR CLEARING AND GRUBBING OPERATIONS TO PROTECT AND DETERMINE THE CIRCUMFERENCE OF EXISTING TREES TO REMAIN WITHIN THE LIMITS OF CLEARING AND GRUBBING INCLUDING TREES ON ALL PROPERTIES ADJACENT TO THE RIGHT OF WAY. AN ARBORIST WILL DETERMINE WHICH TREES ADJACENT TO CONSTRUCTION CAN BE PROTECTED.

LEGEND

- MILLING & RESURFACING
- PAVEMENT OR CONCRETE REMOVAL
- CLEARING & GRUBBING

PLAN - STA. 0+00 TO STA. 6+60

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

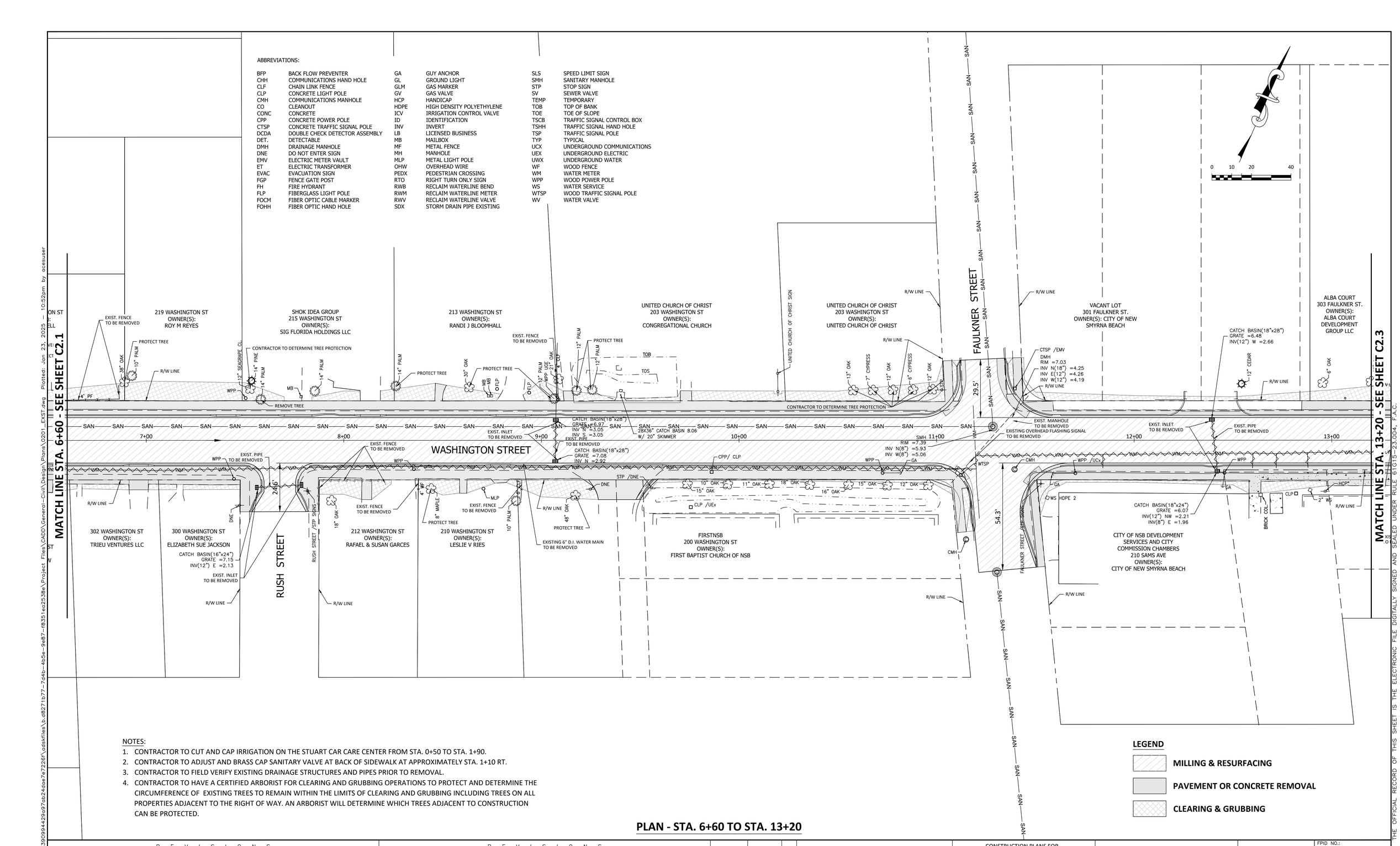
EXISTING CONDITIONS AND DEMOLITION PLAN STA. 0+00 TO STA. 6+60

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C2.1**

ABBREVIATIONS:

BFP	BACK FLOW PREVENTER	GA	GUY ANCHOR	SLS	SPEED LIMIT SIGN
CHH	COMMUNICATIONS HAND HOLE	GL	GROUND LIGHT	SMH	SANITARY MANHOLE
CLF	CHAIN LINK FENCE	GLM	GAS MARKER	STP	STOP SIGN
CLP	CONCRETE LIGHT POLE	GV	GAS VALVE	SV	SEWER VALVE
CMH	COMMUNICATIONS MANHOLE	HCP	HANDICAP	TEMP	TEMPORARY
CO	CLEANOUT	HDPE	HIGH DENSITY POLYETHYLENE	TOB	TOP OF BANK
CONC	CONCRETE	ICV	IRRIGATION CONTROL VALVE	TOE	TOE OF SLOPE
CPP	CONCRETE POWER POLE	ID	IDENTIFICATION	TSCB	TRAFFIC SIGNAL CONTROL BOX
CTSP	CONCRETE TRAFFIC SIGNAL POLE	INV	INVERT	TSHH	TRAFFIC SIGNAL HAND HOLE
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY	LB	LICENSED BUSINESS	TSP	TRAFFIC SIGNAL POLE
DET.	DETECTABLE	MB	MAILBOX	TYP	TYPICAL
DMH	DRAINAGE MANHOLE	MF	METAL FENCE	UCX	UNDERGROUND COMMUNICATIONS
DNE	DO NOT ENTER SIGN	MH	MANHOLE	UEX	UNDERGROUND ELECTRIC
EMV	ELECTRIC METER VAULT	MLP	METAL LIGHT POLE	UWX	UNDERGROUND WATER
ET	ELECTRIC TRANSFORMER	OHW	OVERHEAD WIRE	WF	WOOD FENCE
EVAC	EVACUATION SIGN	PEDX	PEDESTRIAN CROSSING	WM	WATER METER
FGP	FENCE GATE POST	RTO	RIGHT TURN ONLY SIGN	WPP	WOOD POWER POLE
FH	FIRE HYDRANT	RWB	RECLAIM WATERLINE BEND	WS	WATER SERVICE
FLP	FIBERGLASS LIGHT POLE	RWM	RECLAIM WATERLINE METER	WTSP	WOOD TRAFFIC SIGNAL POLE
FOCM	FIBER OPTIC CABLE MARKER	RWV	RECLAIM WATERLINE VALVE	WV	WATER VALVE
FOHH	FIBER OPTIC HAND HOLE	SDX	STORM DRAIN PIPE EXISTING		



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LEGEND

- MILLING & RESURFACING
- PAVEMENT OR CONCRETE REMOVAL
- CLEARING & GRUBBING

PLAN - STA. 6+60 TO STA. 13+20

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CITY OF NEW SMYRNA BEACH, FLORIDA

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EXISTING CONDITIONS AND DEMOLITION PLAN STA. 6+60 TO STA. 13+20

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C2.2**

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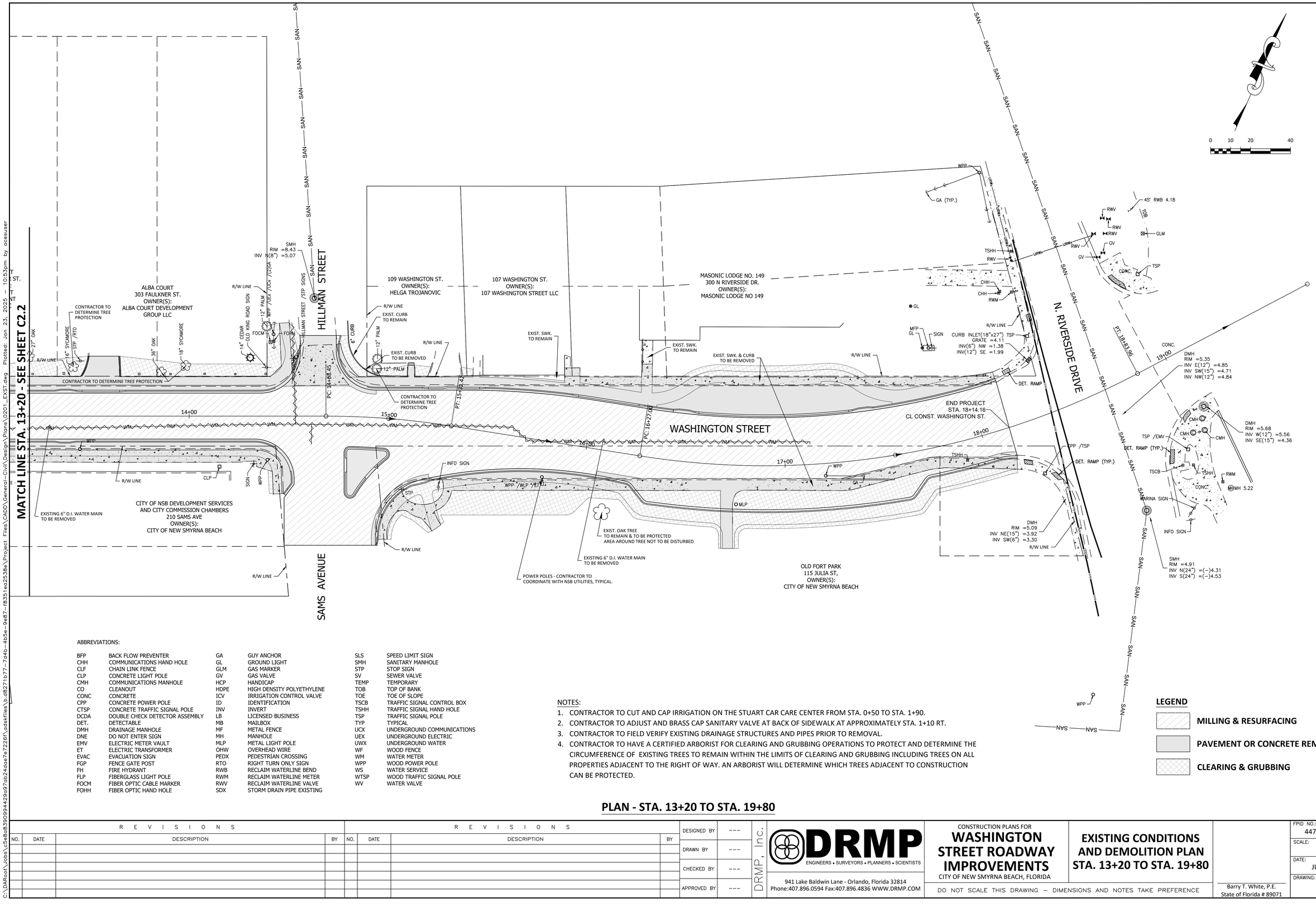

ABBREVIATIONS:

BFP	BACK FLOW PREVENTER	GA	GUY ANCHOR	SLS	SPEED LIMIT SIGN
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DCDA	DOUBLE CHECK DETECTOR ASSEMBLY	LB	LICENSED BUSINESS	TSP	TRAFFIC SIGNAL POLE
DET.	DETECTABLE	MB	MAILBOX	TYP.	TYPICAL
DMH	DRAINAGE MANHOLE	MF	METAL FENCE	UCX	UNDERGROUND COMMUNICATIONS
DNE	DO NOT ENTER SIGN	MH	MANHOLE	UEX	UNDERGROUND ELECTRIC
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FOCM	FIBER OPTIC CABLE MARKER	RWV	RECLAIM WATERLINE VALVE	WV	WATER VALVE
FOHH	FIBER OPTIC HAND HOLE	SDX	STORM DRAIN PIPE EXISTING		

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LEGEND

- MILLING & RESURFACING
- PAVEMENT OR CONCRETE REMOVAL
- CLEARING & GRUBBING

PLAN - STA. 13+20 TO STA. 19+80

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EXISTING CONDITIONS AND DEMOLITION PLAN STA. 13+20 TO STA. 19+80

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
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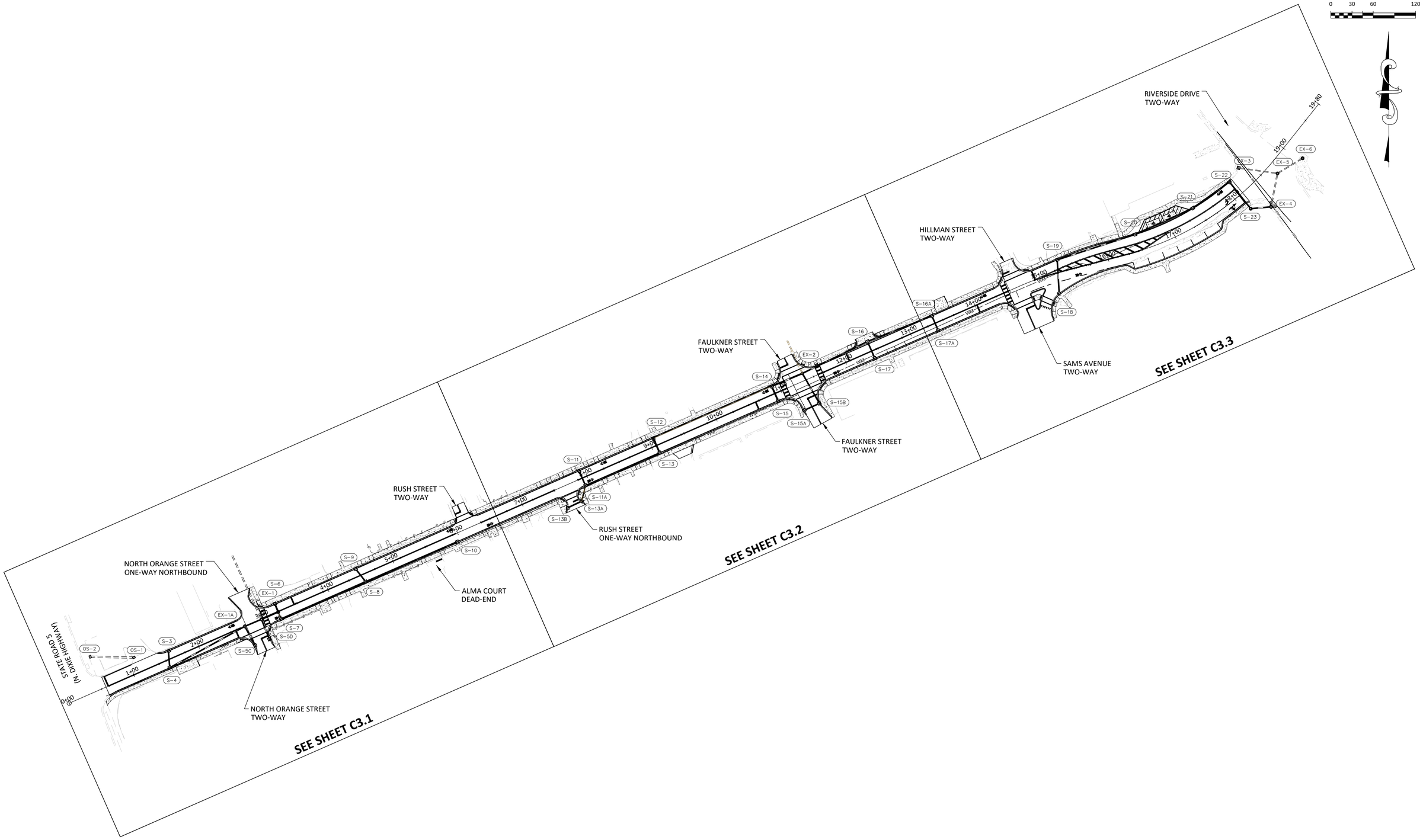

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OVERALL GEOMETRY PLAN

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 30'
DATE: JUNE, 2024
DRAWING: **C3.0**

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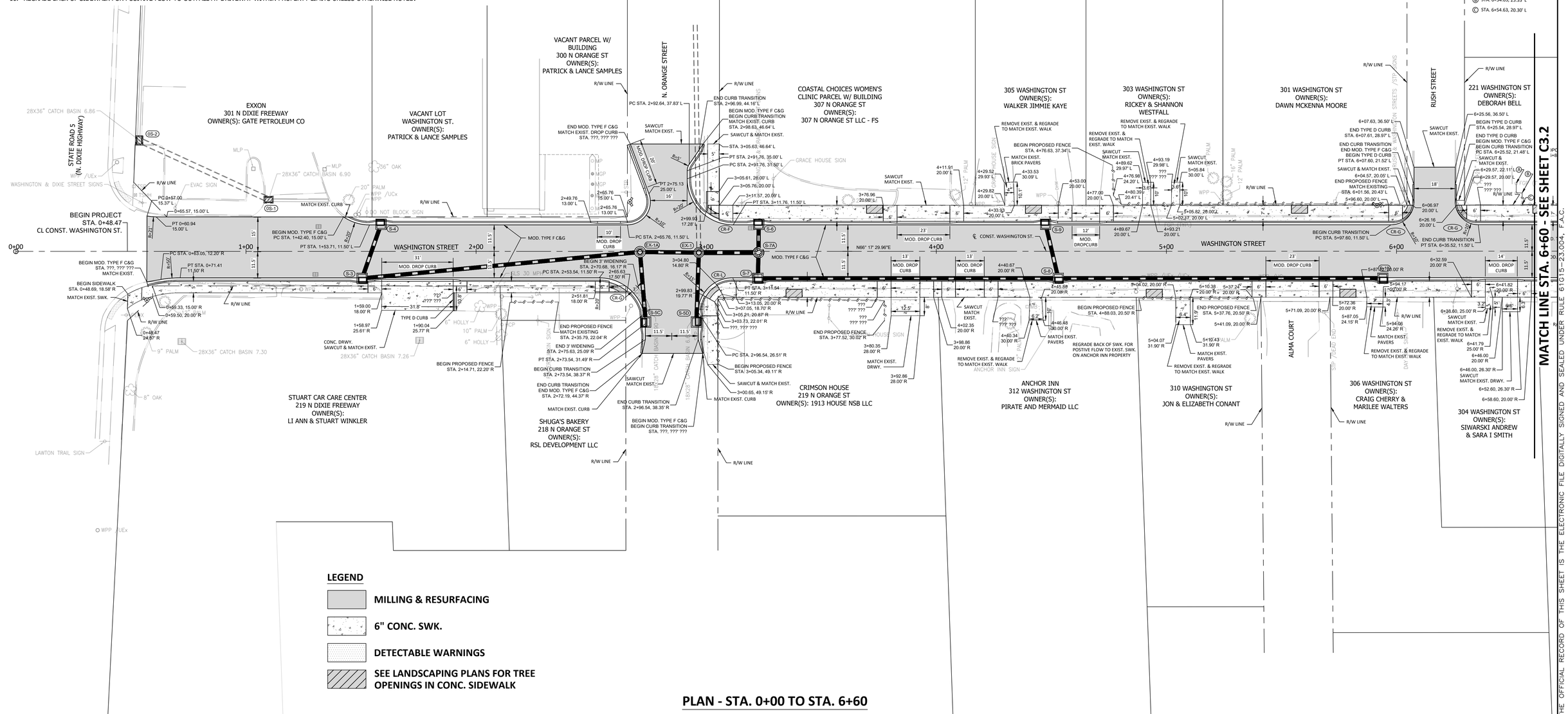
NOTES:

1. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING FEATURES THAT COULD AFFECT THE OPERATIONS. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
2. ANY DRAINAGE PROBLEMS EXISTING OR DURING CONSTRUCTION THAT ARE NOT ALLEVIATED SHOULD BE BROUGHT TO ATTENTION OF THE ENGINEER IMMEDIATELY.
3. EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE CONSTRUCTION SHALL NOT IMPEDE ON-SITE AND OFF-SITE DRAINAGE CONVEYANCE.
4. ANY IRRIGATION LINES DAMAGED DURING CONSTRUCTION ARE TO BE CAPPED IMMEDIATELY AND REPORTED TO CITY ENGINEERING INSPECTOR OR CEI. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE THE DAMAGED IRRIGATION SYSTEM TO PRE-CONSTRUCTION CONDITION AT THE CONTRACTOR'S EXPENSE.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CHECK ALL CONCRETE FORMS PRIOR TO CONCRETE BEING POURED AND CONFIRM THAT THE FINISHED SIDEWALKS, DRIVEWAYS, AND CURB RAMPS MEET ADA REQUIREMENTS. FAILURE TO MEET ADA MAY RESULT IN THE REMOVAL AND REPLACEMENT OF THE CONCRETE AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR MUST COORDINATE ELECTRICAL TRANSFORMER AND LIGHT POLE LOCATIONS WITH UTILITY COMPANY (NSBU) TO AVOID CONFLICTS WITH PROPOSED DRIVEWAYS, SIDEWALKS, LANDSCAPING, DRAINAGE STRUCTURES, AND UTILITIES ALONG THE ROADWAY IMPROVEMENTS CORRIDOR.
7. CONTRACTOR TO MATCH PROPOSED FENCE TO SUIT PROPERTY OWNER.
8. SEE LANDSCAPING PLANS FOR SIDEWALK SCORING PATTERN.
9. LIMITS OF 5' WIDE SIDEWALK NONCONFORMANCE:
   0+48.47 RT. TO STA. 2+65.63 RT.
10. REGRADE BACK OF SIDEWALK FOR POSITIVE FLOW TO OUTFALL AT DRIVEWAY WITHIN PROPERTY LIMITS UNLESS OTHERWISE NOTED.



PLAN - STA. 0+00 TO STA. 6+60

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GEOMETRY PLAN STA. 0+00 TO STA. 6+60

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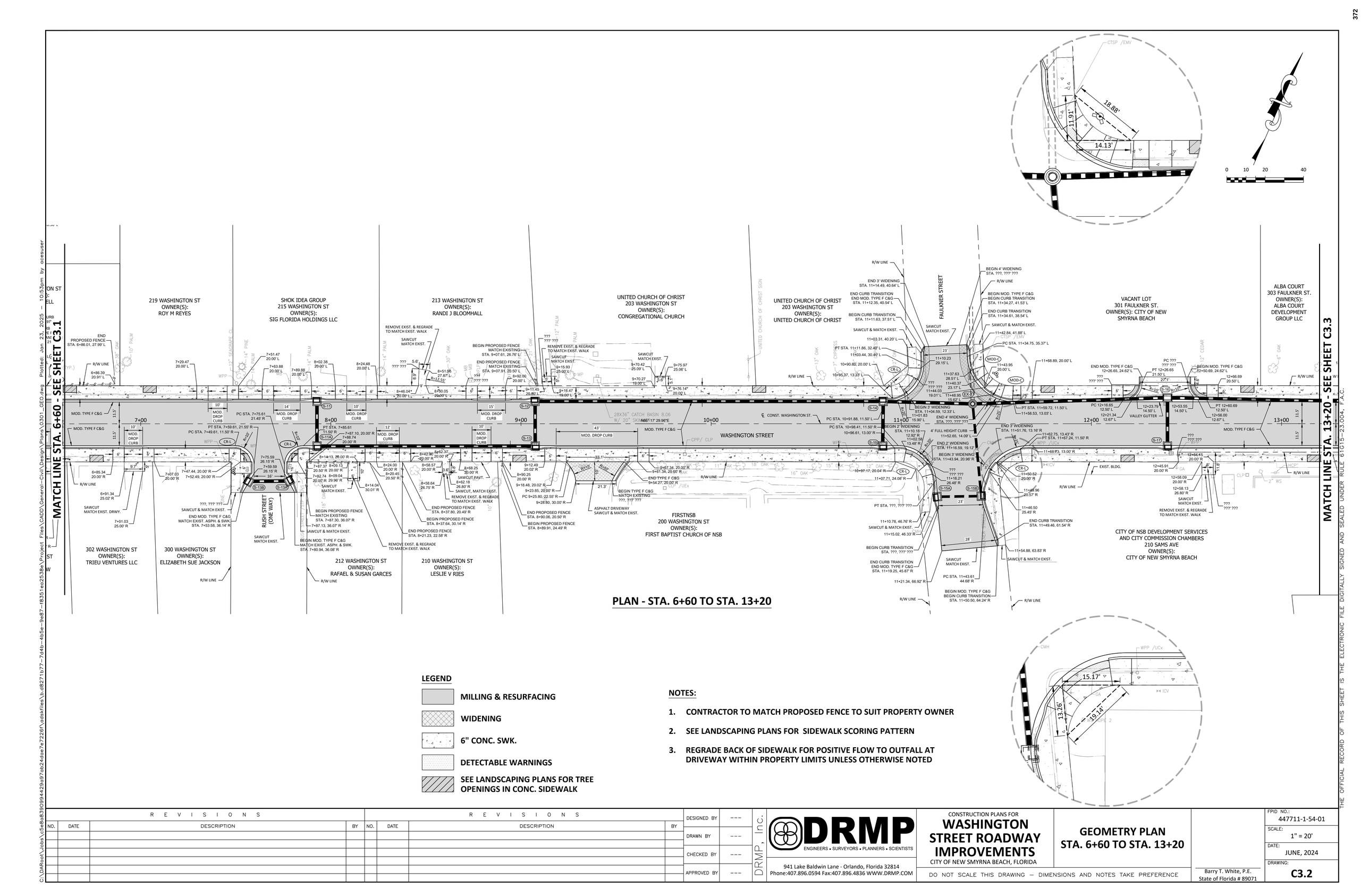

PLAN - STA. 6+60 TO STA. 13+20

LEGEND

- MILLING & RESURFACING
- WIDENING
- 6" CONC. SWK.
- DETECTABLE WARNINGS
- SEE LANDSCAPING PLANS FOR TREE OPENINGS IN CONC. SIDEWALK

NOTES:

1. CONTRACTOR TO MATCH PROPOSED FENCE TO SUIT PROPERTY OWNER
2. SEE LANDSCAPING PLANS FOR SIDEWALK SCORING PATTERN
3. REGRADE BACK OF SIDEWALK FOR POSITIVE FLOW TO OUTFALL AT DRIVEWAY WITHIN PROPERTY LIMITS UNLESS OTHERWISE NOTED

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GEOMETRY PLAN STA. 6+60 TO STA. 13+20

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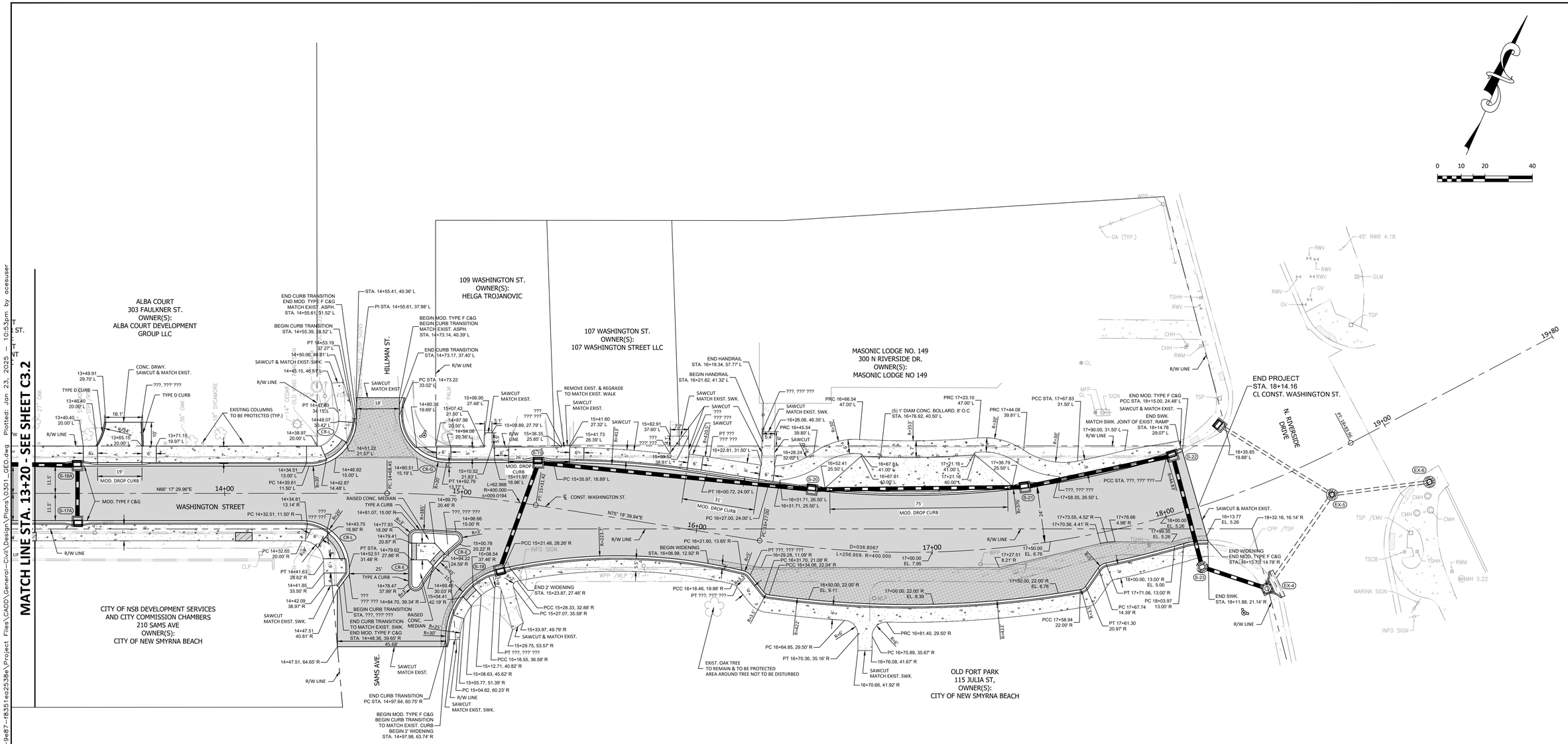

NOTES:

1. **CONTRACTOR TO FIELD VERIFY AND MATCH PROPOSED SIDEWALK WITH EXISTING**
2. **SEE LANDSCAPING PLANS FOR SIDEWALK SCORING PATTERN**
3. **LIMITS OF 5' OR 5.5' WIDE SIDEWALK NONCONFORMANCE:**
   STA. 14+80.38 LT. TO STA. 15+84.10 LT.
   STA. 15+04.62 RT. TO STA. 16+18.46 RT.
4. **REGRADE BACK OF SIDEWALK FOR POSITIVE FLOW TO OUTFALL AT DRIVEWAY WITHIN PROPERTY LIMITS UNLESS OTHERWISE NOTED**

LEGEND

- **MILLING & RESURFACING**
- **WIDENING**
- **6" CONC. SWK. & DRWY.**
- **DETECTABLE WARNINGS**
- **SEE LANDSCAPING PLANS FOR TREE OPENINGS IN CONC. SIDEWALK**

PLAN - STA. 13+20 TO STA. 19+80

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S-1
STA 2+96.80 (0.56 R)
RIM EL. 7.64
CONST. Index No. 425-001, 425-010 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)
FL 2.60 W
FL 2.60 E
FL 1.80 S
FL 1.53 N Existing

S-1A
STA 2+71.24 (0.28 R)
RIM EL. 7.42
CONST. Index No. 425-001, 425-010 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)
FL 2.80 W
FL 2.80 E
FL 2.80 N

S-2
STA 11+37.55 (-10.44 L)
RIM EL. 7.16
CONST. Index No. 425-001, 425-010 - Type 7 Manhole (1 or 2-Piece Cover (Center), Round Bottom)
FL 2.80 E
FL 2.80 W
FL 2.85 S
FL 2.78 N EXISTING

S-3
STA 1+50.45 (12.00 R)
INLET EL. 7.06
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.00 N
FL 3.00 E

S-4
STA 1+58.69 (-12.00 L)
INLET EL. 6.97
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 S

S-5C
STA 2+73.72 (30.73 R)
INLET EL. 7.57
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 N

S-5D
STA 2+95.76 (30.75 R)
INLET EL. 7.58
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 N

S-6
STA 3+22.84 (-11.76 L)
INLET EL. 7.59
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom (Monolithic Unit)
FL 2.90 S

S-7
STA 3+22.46 (11.75 R)
INLET EL. 7.64
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.40 E
FL 3.40 N

S-7A
STA 3+22.72 (0.53 R)
RIM EL. 7.55
CONST. Index No. 425-001, 425-010 - Type 8 Manhole (Concentric Cone with 1 or 2-Piece Cover (Center), Round Bottom)
FL 3.30 S
FL 3.30 N
FL 3.30 W

S-8
STA 4+53.01 (12.00 R)
INLET EL. 8.38
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.80 N
FL 3.80 E
FL 3.80 W

S-9
STA 4+47.50 (-12.00 L)
INLET EL. 8.22
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.90 S

S-10
STA 5+94.08 (12.00 R)
INLET EL. 9.21
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 4.00 W

S-11
STA 7+92.70 (-11.75 L)
INLET EL. 7.92
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.70 S

S-11A
STA 7+92.69 (11.75 R)
INLET EL. 7.88
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.60 S
FL 3.60 N
FL 3.60 E

S-12
STA 9+07.39 (-11.75 L)
INLET EL. 7.42
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.30 S
FL 3.30 W

S-13
STA 9+07.50 (11.75 R)
INLET EL. 7.52
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.40 W
FL 3.40 N

S-13A
STA 7+78.00 (30.10 R)
INLET EL. 7.64
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.70 SW
FL 3.70 W

S-13B
STA 7+56.83 (30.25 R)
INLET EL. 7.76
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.90 E

S-14
STA 10+90.51 (-12.00 L)
INLET EL. 7.75
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.00 E
FL 3.00 S
FL 3.00 W

S-15
STA 10+90.24 (12.00 R)
INLET EL. 7.82
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.20 N

S-15A
STA 11+18.93 (38.42 R)
INLET EL. 7.61
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 2.90 E

S-15B
STA 11+42.06 (38.09 R)
INLET EL. 7.74
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 2.85 W
FL 2.80 N

S-16
STA 12+40.00 (-13.63 L)
INLET EL. 7.00
CONST. Index No. 425-041 - Gutter Inlet - Type V
FL 2.90 E
FL 2.90 S
FL 2.90 W

S-16A
STA 13+37.99 (-11.75 L)
INLET EL. 8.21
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.10 S
FL 3.10 W

S-17
STA 12+40.00 (12.00 R)
INLET EL. 6.87
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.00 N

S-17A
STA 13+37.91 (12.00 R)
INLET EL. 8.15
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 3.20 N

S-18
STA 15+19.77 (29.19 R)
INLET EL. 9.25
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.90 N

S-19
STA 15+29.78 (-17.83 L)
INLET EL. 9.11
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.80 S
FL 1.80 E

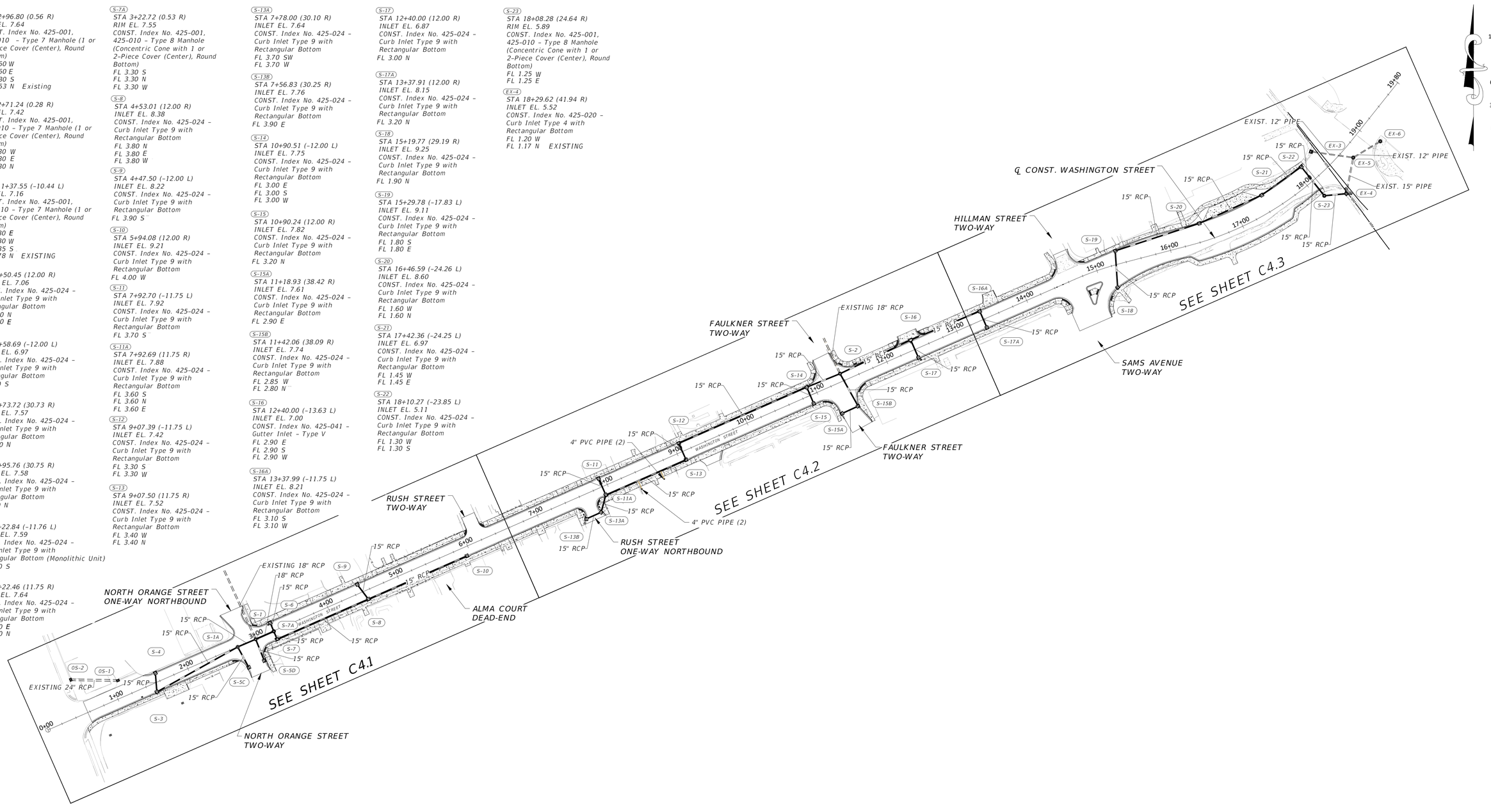
S-20
STA 16+46.59 (-24.26 L)
INLET EL. 8.60
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.60 W
FL 1.60 N

S-21
STA 17+42.36 (-24.25 L)
INLET EL. 6.97
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.45 W
FL 1.45 E

S-22
STA 18+10.27 (-23.85 L)
INLET EL. 5.11
CONST. Index No. 425-024 - Curb Inlet Type 9 with Rectangular Bottom
FL 1.30 W
FL 1.30 S

S-23
STA 18+08.28 (24.64 R)
RIM EL. 5.89
CONST. Index No. 425-001, 425-010 - Type 8 Manhole (Concentric Cone with 1 or 2-Piece Cover (Center), Round Bottom)
FL 1.25 W
FL 1.25 E

EX-4
STA 18+29.62 (41.94 R)
INLET EL. 5.52
CONST. Index No. 425-020 - Curb Inlet Type 4 with Rectangular Bottom
FL 1.20 W
FL 1.17 N EXISTING



Contractor to field verify existing drainage structures and pipes prior to construction of proposed drainage system.

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

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OVERALL PAVING, GRADING AND DRAINAGE PLAN

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 30'
DATE: JUNE, 2024
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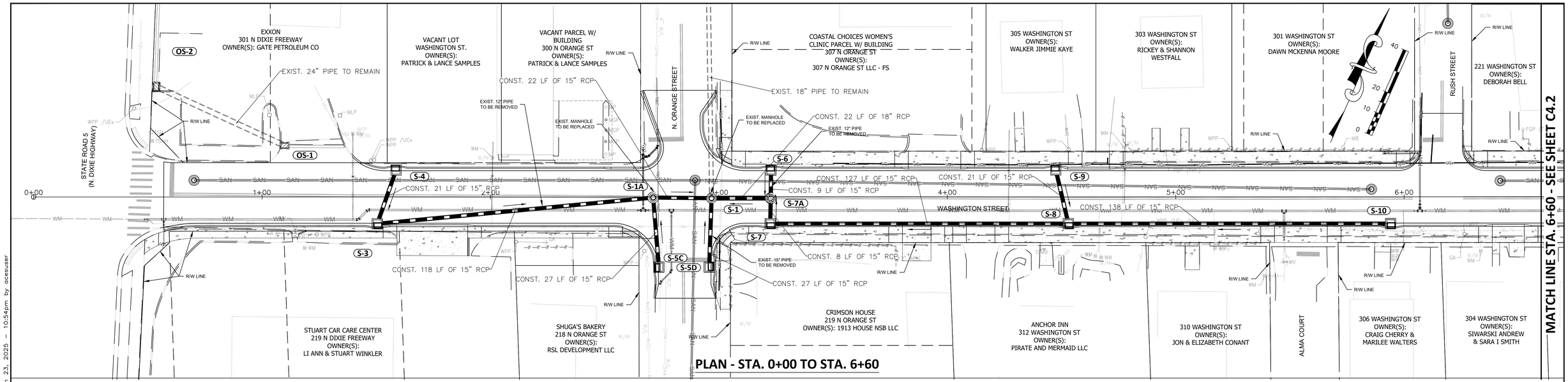
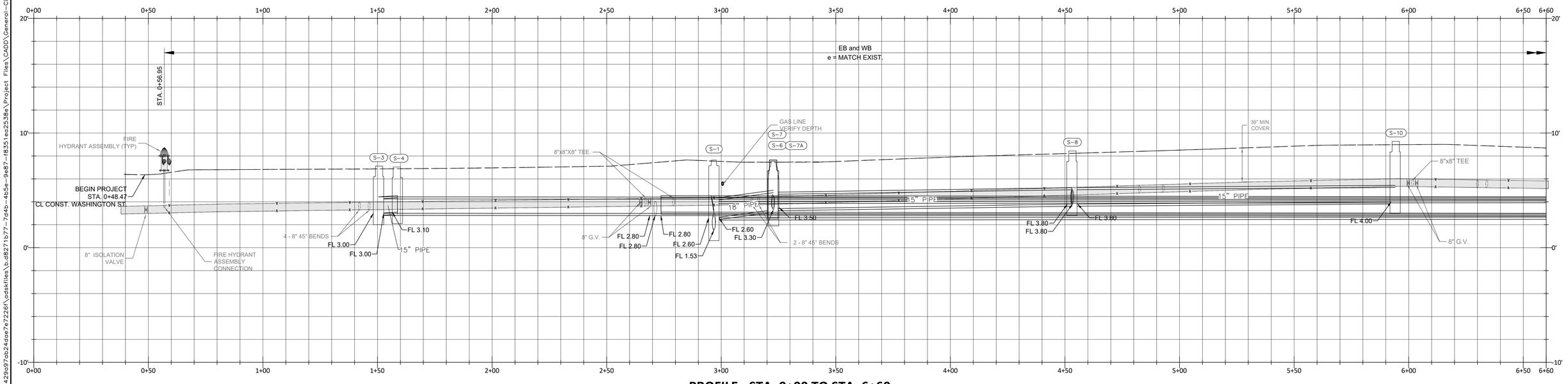


PLAN - STA. 0+00 TO STA. 6+60

Contractor to field verify existing drainage structures and pipes prior to construction of proposed drainage system.



PROFILE - STA. 0+00 TO STA. 6+60

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PAVING, GRADING AND DRAINAGE PLAN STA. 0+00 TO STA. 6+60

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C4.1**

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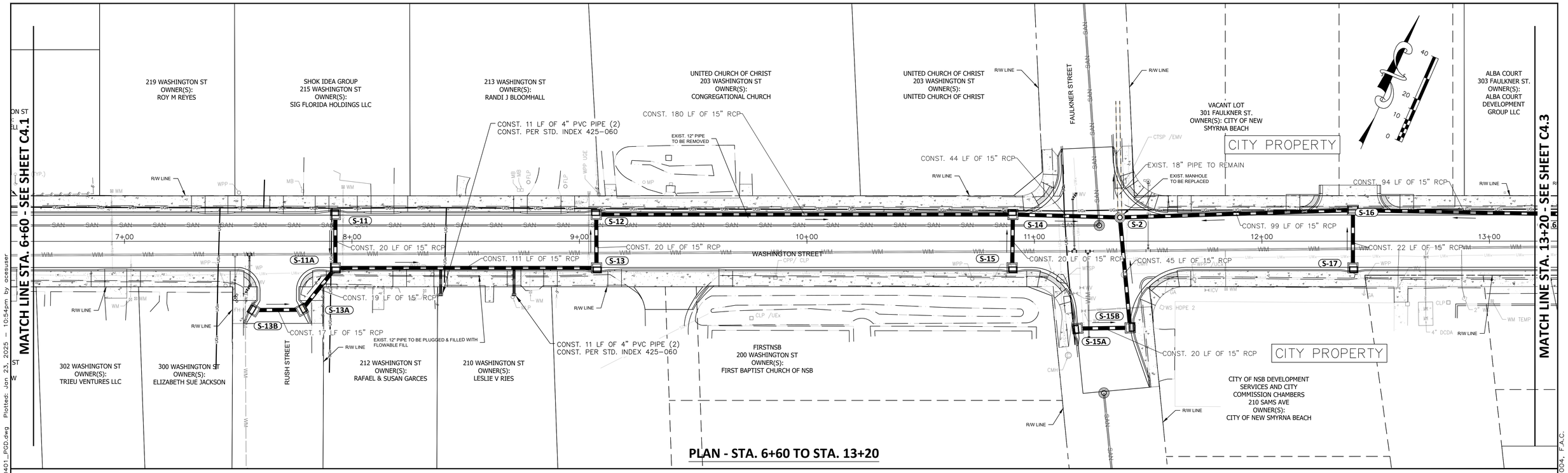

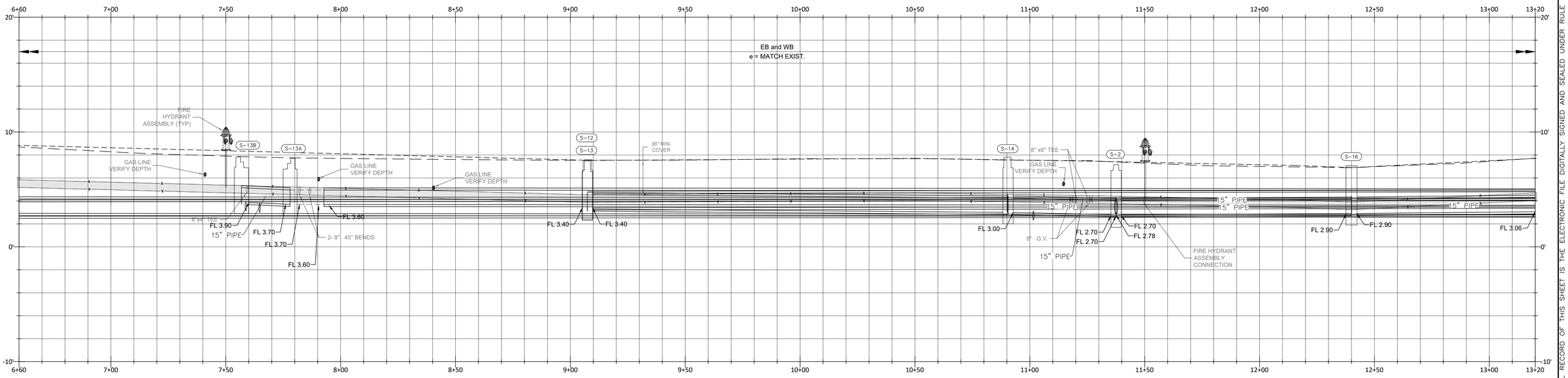

PROFILE - STA. 6+60 TO STA. 13+20

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CITY OF NEW SMYRNA BEACH, FLORIDA

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PAVING, GRADING AND DRAINAGE PLAN
STA. 6+60 TO STA. 13+20

Barry T. White, P.E.
State of Florida # 89071

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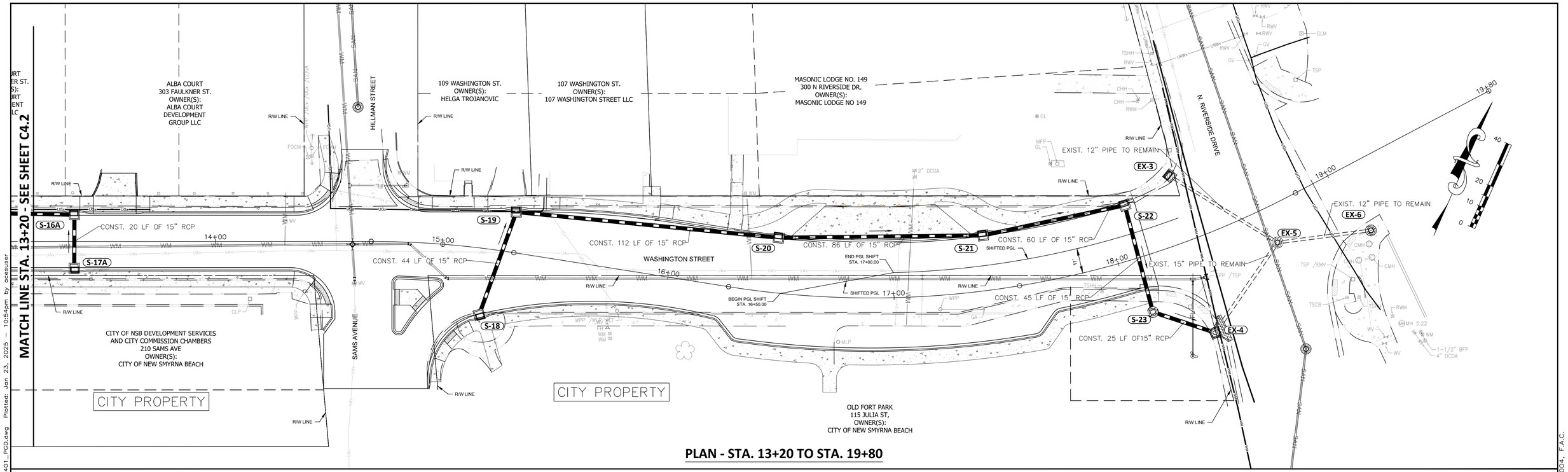
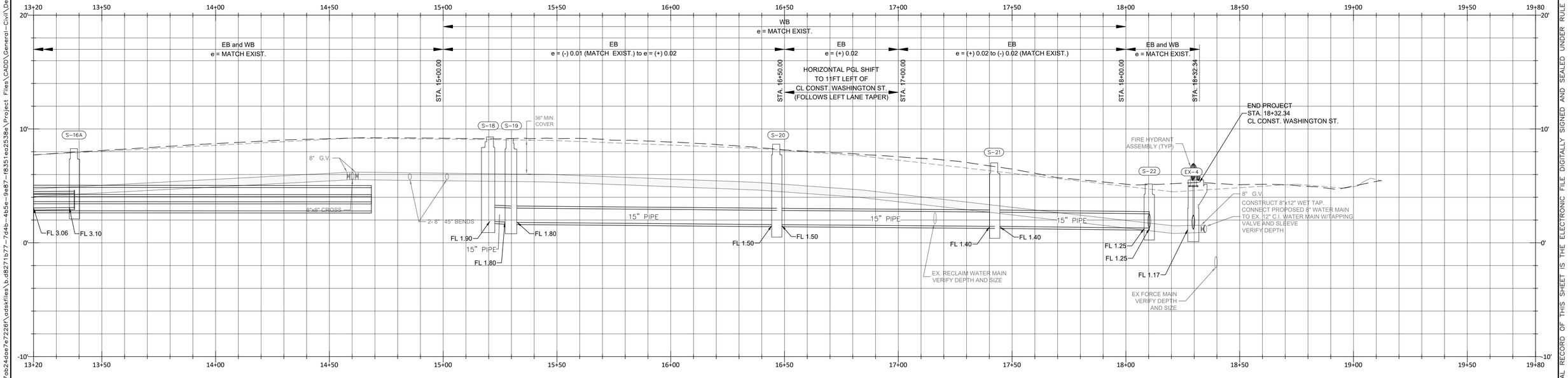


PLAN - STA. 13+20 TO STA. 19+80



PROFILE - STA. 13+20 TO STA. 19+80

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CITY OF NEW SMYRNA BEACH, FLORIDA

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PAVING, GRADING AND DRAINAGE PLAN STA. 13+20 TO STA. 19+80

Barry T. White, P.E.
State of Florida # 89071

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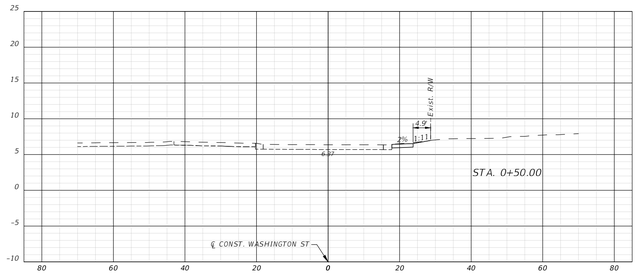

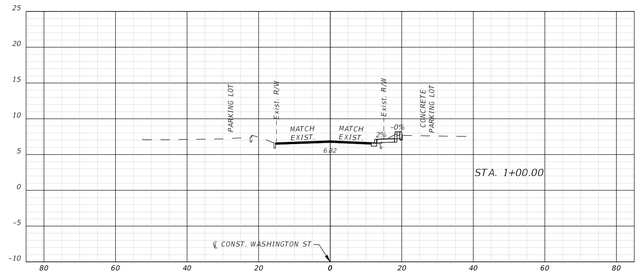

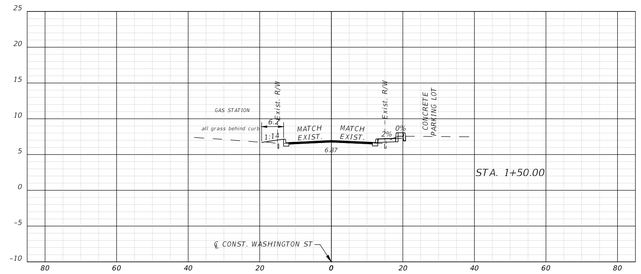

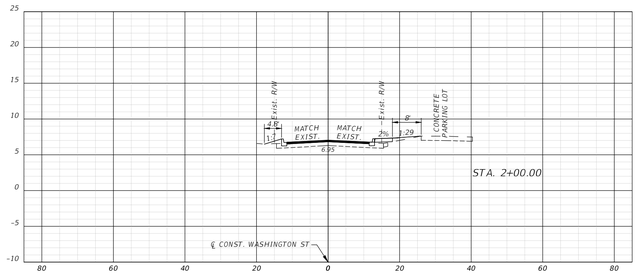

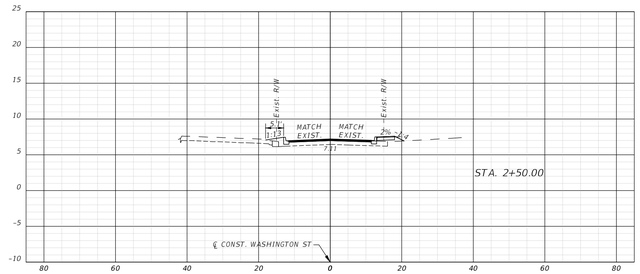

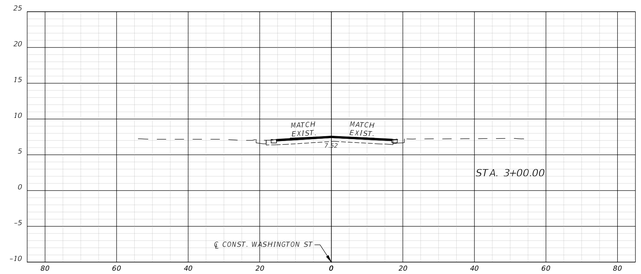

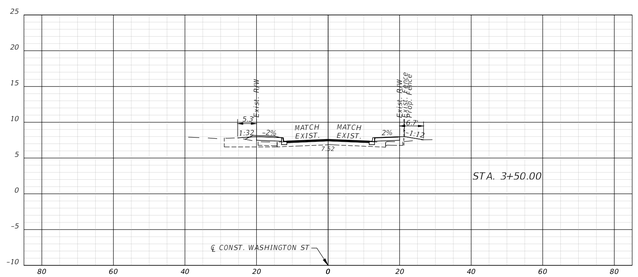

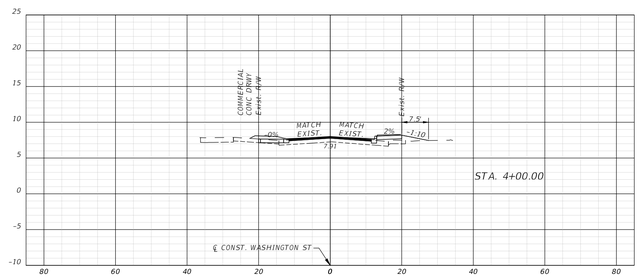

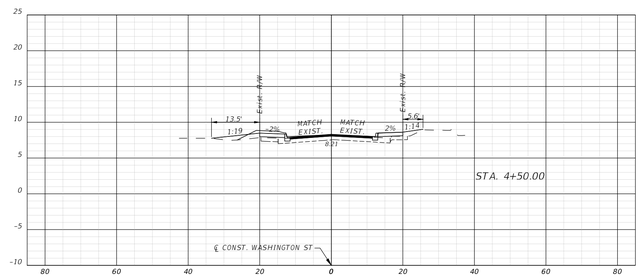

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

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ROADWAY CROSS SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
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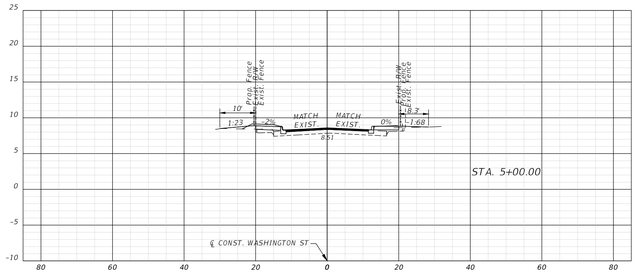

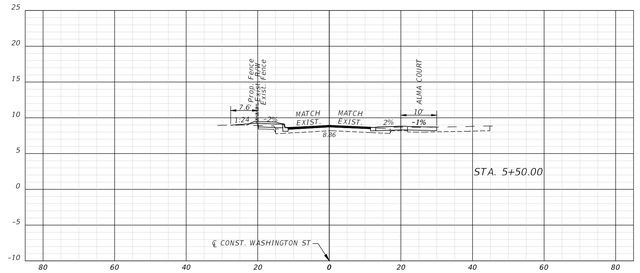

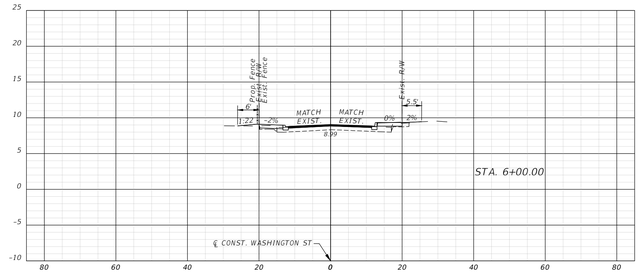

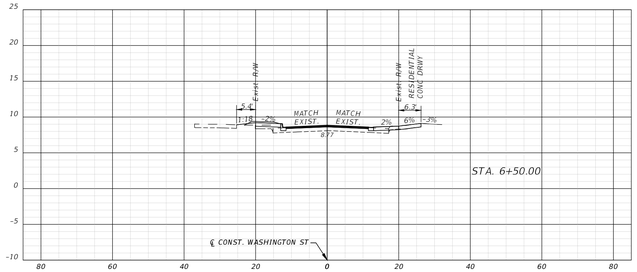

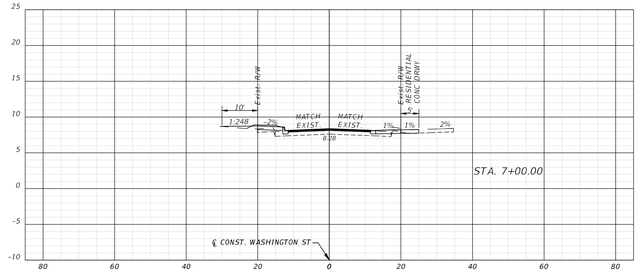

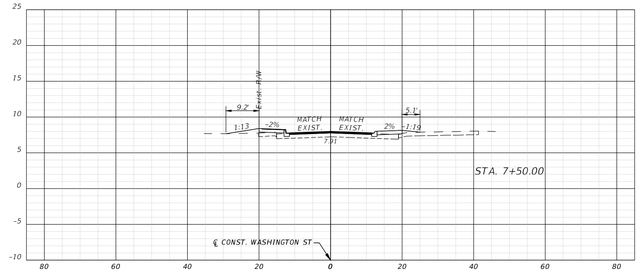

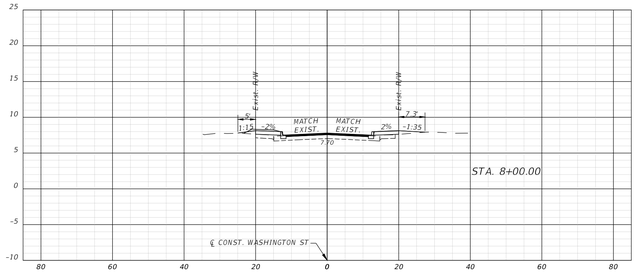

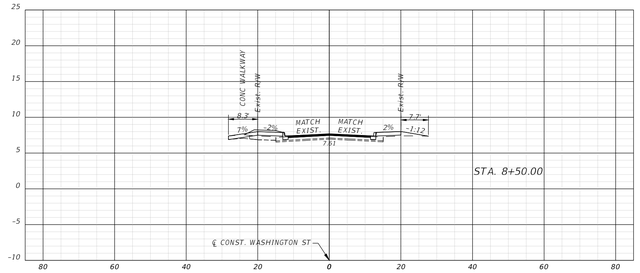

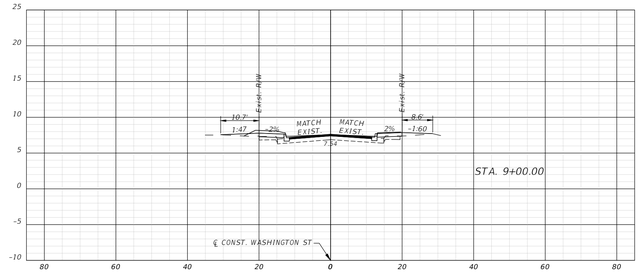

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ROADWAY CROSS SECTIONS

Barry T. White, P.E.
State of Florida # 89071

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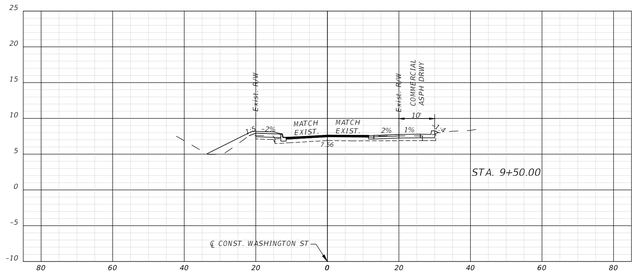

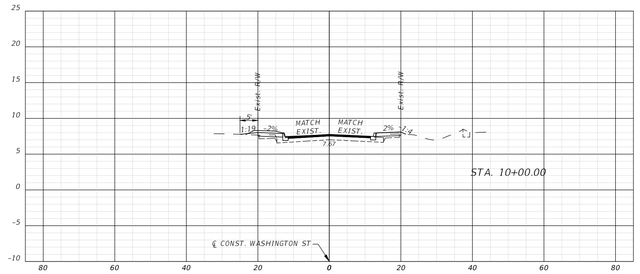

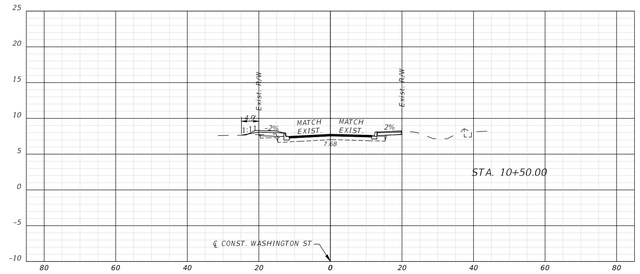

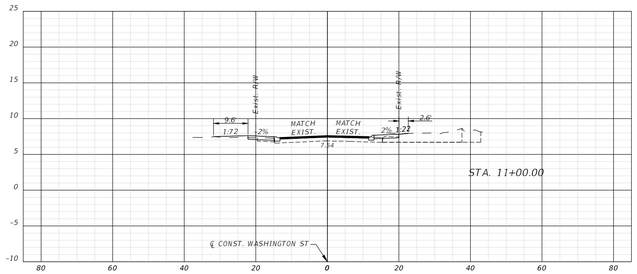

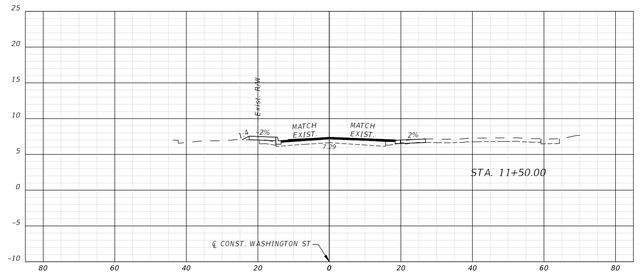

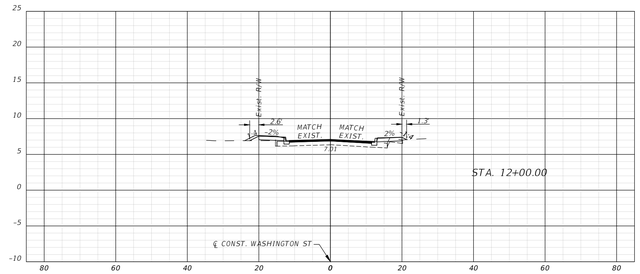

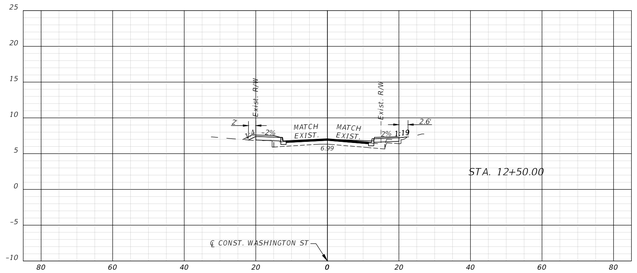

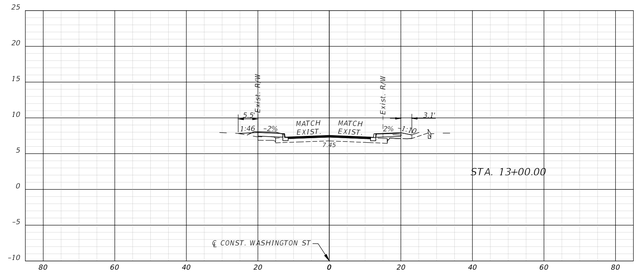

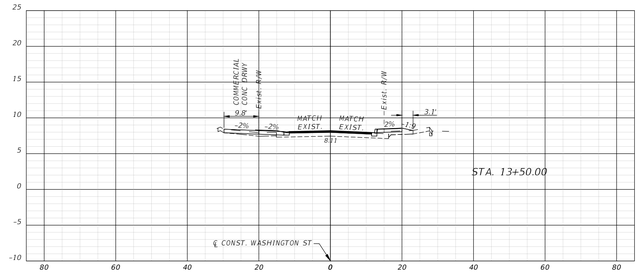

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

ROADWAY CROSS SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.6**

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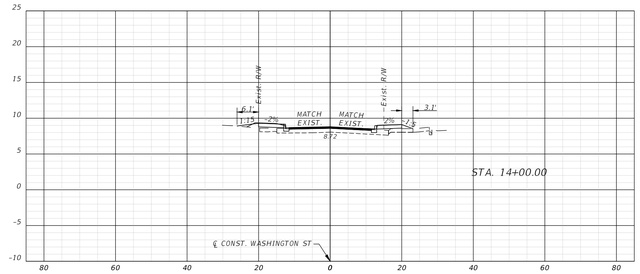
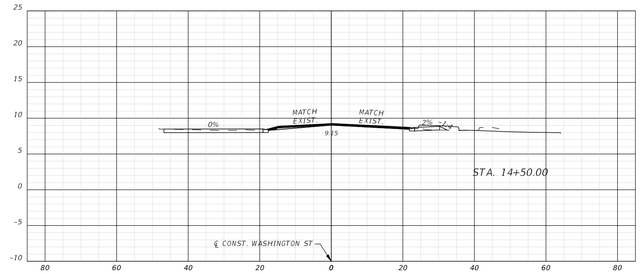
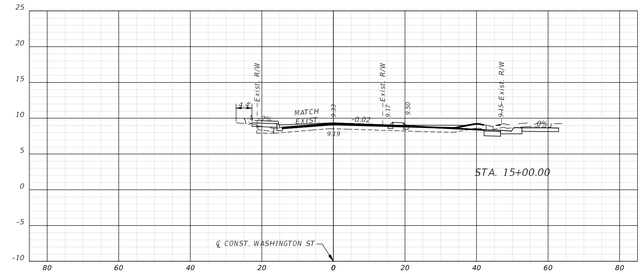
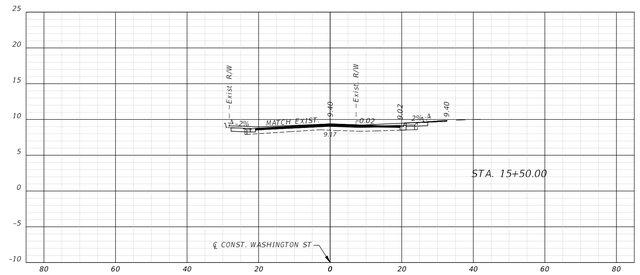
C:\Users\DSweetwood\DC\ACCDocs\DRMP-CE\17-0213.002 Washington Street Streetscape\Project Files\CADD\General-Civil\Design\Plans\RDXSRD01.dwg Plotted: Jan 24, 2025 - 8:06am by DSweetwood

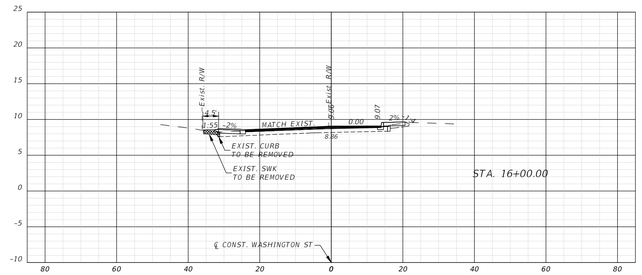
NOTE:
USE A TIE IN SLOPE OF 1:4 OR
GRADED TO SUIT PROPERTY OWNER

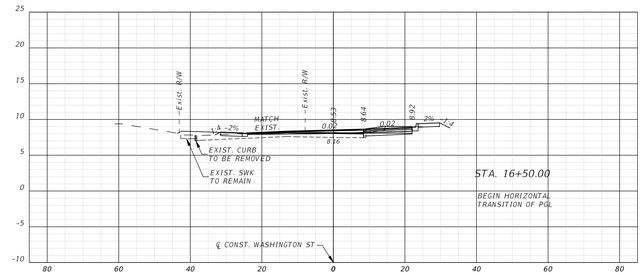


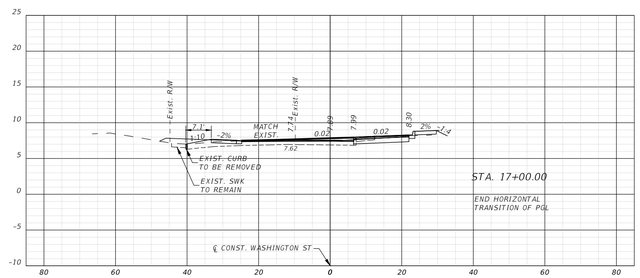


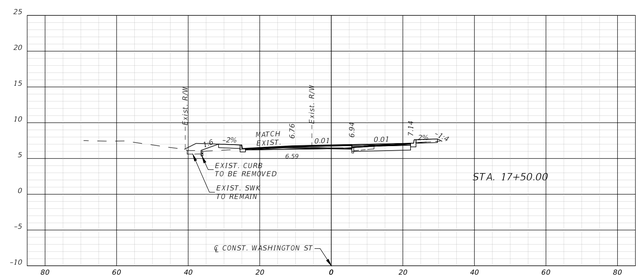


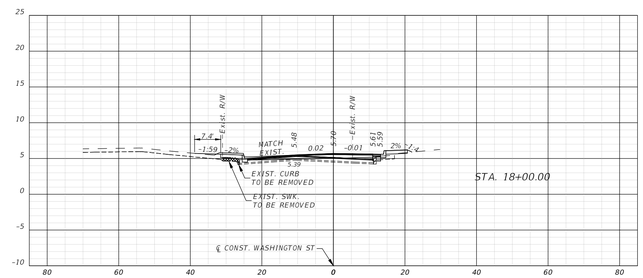












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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

ROADWAY CROSS SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.7**

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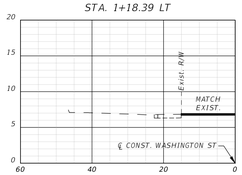
C:\Users\DSweetwood\DC\ACCDocs\DRMP-CE\17-0213.002 Washington Street Streetscape\Project Files\CADD\General-Civil\Design\Plans\RDXSR001.dwg Plotted: Jan 24, 2025 - 8:07am by DSweetwood

NOTE:
USE A TIE IN SLOPE OF 1:4 OR
GRADED TO SUIT PROPERTY OWNER

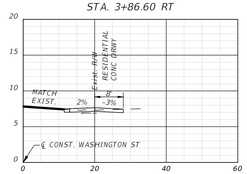
STA. 1+18.39 LT



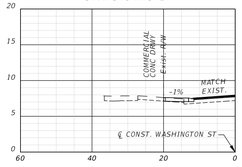
STA. 1+75.88 RT



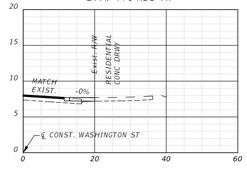
STA. 3+86.60 RT



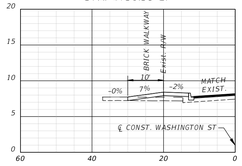
STA. 3+94.43 LT



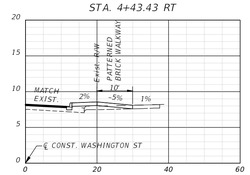
STA. 4+14.38 RT



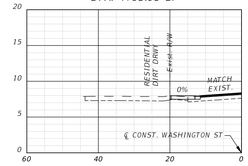
STA. 4+31.38 LT



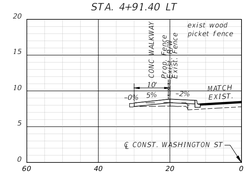
STA. 4+43.43 RT



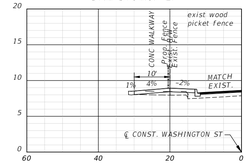
STA. 4+65.08 LT



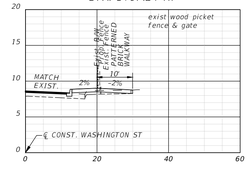
STA. 4+91.40 LT



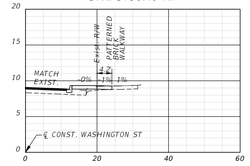
STA. 5+04.07 LT



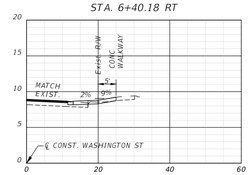
STA. 5+07.24 RT



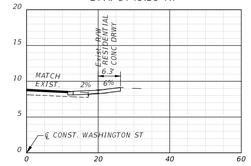
STA. 5+90.40 RT



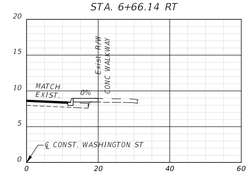
STA. 6+40.18 RT



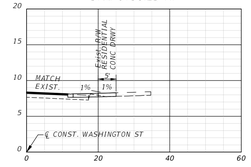
STA. 6+49.30 RT



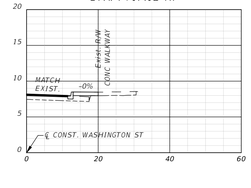
STA. 6+66.14 RT



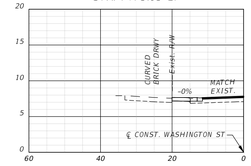
STA. 6+96.23 RT



STA. 7+17.12 RT



STA. 7+75.65 LT



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CITY OF NEW SMYRNA BEACH, FLORIDA

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ROADWAY HALF SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
DATE: JUNE, 2024
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C:\Users\DSweetwood\DC\ACCDocs\DRMP-CE\17-0213.002 Washington Street Streetscape\Project Files\CADD\General-Civil\Design\Plans\RDXSRD02.dwg Plotted: Jan 24, 2025 - 8:10am by DSweetwood

NOTE:
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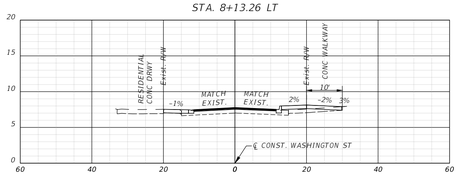
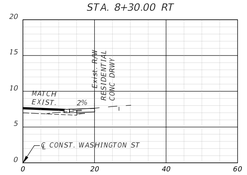
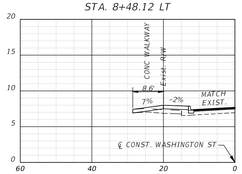
STA. 8+13.26 LT



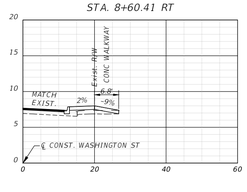
STA. 8+30.00 RT



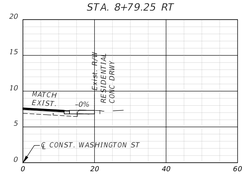
STA. 8+48.12 LT



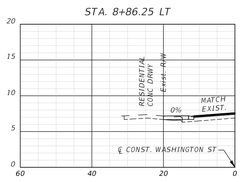
STA. 8+60.41 RT



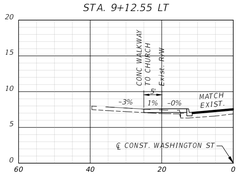
STA. 8+79.25 RT



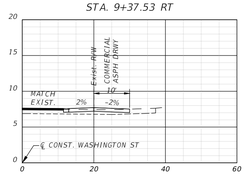
STA. 8+86.25 LT



STA. 9+12.55 LT



STA. 9+37.53 RT



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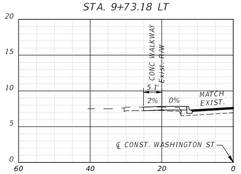
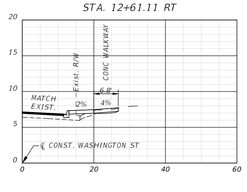
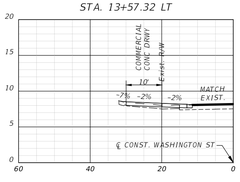


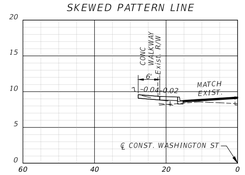
STA. 12+61.11 RT



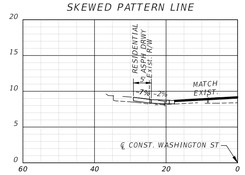
STA. 13+57.32 LT



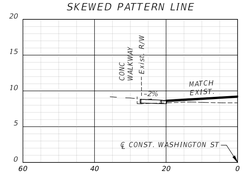
STA. 15+11.20 LT
SKEWED PATTERN LINE



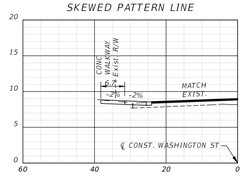
STA. 15+29.46 LT
SKEWED PATTERN LINE



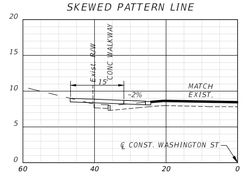
STA. 15+43.94 LT
SKEWED PATTERN LINE



STA. 15+90.36 LT
SKEWED PATTERN LINE



STA. 16+30.90 LT
SKEWED PATTERN LINE



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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

ROADWAY HALF SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 20' (H) 1" = 10' (V)
DATE: JUNE, 2024
DRAWING: **C4.9**

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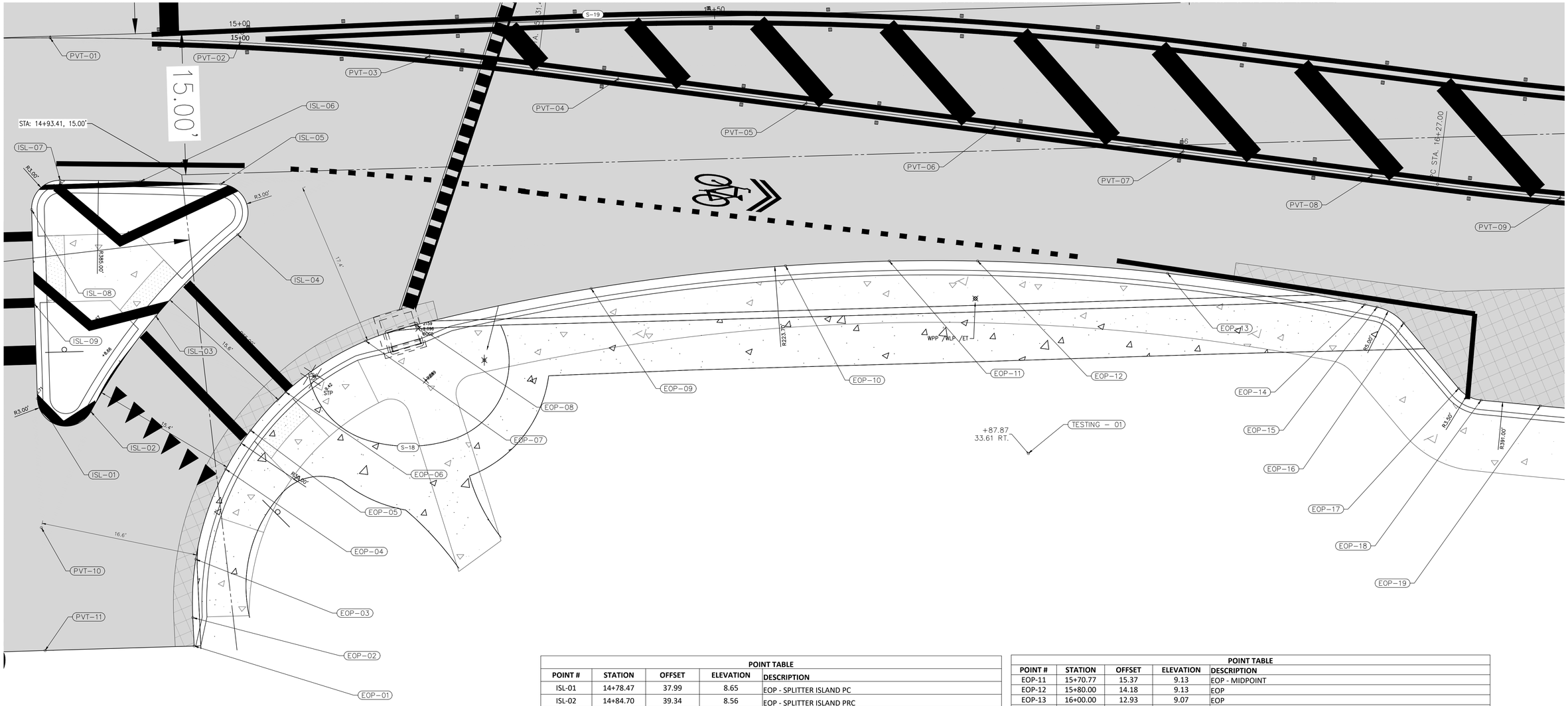
C:\Users\DSweetwood\DC\ACCDocs\DRMP--CE\17-02.13.002 Washington Street Streetscape\Project Files\CADD\General--Civil\Design\Plans\RDXSR002.dwg Plotted: Jan 24, 2025 - 8:10am by DSweetwood



LEGEND

- MILLING & RESURFACING
- WIDENING
- 6" CONC. SWK. & DRWY.
- DETECTABLE WARNINGS

0 1 5
Feet

POINT TABLE

POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
ISL-01	14+78.47	37.99	8.65	EOP - SPLITTER ISLAND PC
ISL-02	14+84.70	39.34	8.56	EOP - SPLITTER ISLAND PRC
ISL-03	14+91.98	29.15	8.73	EOP - SPLITTER ISLAND MIDPOINT
ISL-04	15+00.78	20.22	8.97	EOP - SPLITTER ISLAND PRC
ISL-05	14+98.66	15.00	9.07	EOP - SPLITTER ISLAND PCC
ISL-06	14+89.87	15.00	9.04	EOP - SPLITTER ISLAND MIDPOINT
ISL-07	14+81.07	15.00	9.01	EOP - SPLITTER ISLAND PCC
ISL-08	14+77.93	18.09	8.94	EOP - SPLITTER ISLAND PT
ISL-09	14+78.19	28.04	8.77	EOP - SPLITTER ISLAND MIDPOINT
EOP-01	14+97.98	63.73	9.07	EOP - MATCH EXIST.
EOP-02	14+97.64	60.75	8.22	EOP - PC
EOP-03	14+97.70	54.60	8.23	EOP
EOP-04	15+00.79	44.97	8.34	EOP
EOP-05	15+03.48	40.74	8.45	EOP - MIDPOINT
EOP-06	15+07.28	36.49	8.61	EOP
EOP-07	15+15.98	30.45	8.87	EOP
EOP-08	15+21.48	28.26	9.02	EOP - PCC
EOP-09	15+40.00	22.23	8.96	EOP
EOP-10	15+60.00	17.26	9.09	EOP

POINT TABLE

POINT #	STATION	OFFSET	ELEVATION	DESCRIPTION
EOP-11	15+70.77	15.37	9.13	EOP - MIDPOINT
EOP-12	15+80.00	14.18	9.13	EOP
EOP-13	16+00.00	12.93	9.07	EOP
EOP-14	16+21.02	13.55	8.99	EOP - PT
EOP-15	16+22.34	13.65	8.99	EOP - PC
EOP-16	16+25.33	14.96	8.99	EOP - PT
EOP-17	16+31.70	21.08	9.37	EOP - PC
EOP-18	16+34.06	22.04	9.14	EOP - PT
EOP-19	16+40.00	22.00	9.04	EOP
PVT-01	14+80.00	0.00	9.31	PAVEMENT ELEVATION - AT CL
PVT-02	15+00.00	0.00	9.37	PAVEMENT ELEVATION - AT CL
PVT-03	15+20.00	0.00	9.42	PAVEMENT ELEVATION - AT CL
PVT-04	15+40.00	0.00	9.41	PAVEMENT ELEVATION - AT CL
PVT-05	15+60.00	0.00	9.34	PAVEMENT ELEVATION - AT CL
PVT-06	15+80.00	0.00	9.23	PAVEMENT ELEVATION - AT CL
PVT-07	16+00.00	0.00	9.06	PAVEMENT ELEVATION - AT CL
PVT-08	16+20.00	0.00	8.87	PAVEMENT ELEVATION - AT CL
PVT-09	16+40.00	0.00	8.66	PAVEMENT ELEVATION - AT CL
PVT-10	14+78.87	51.58	8.55	PAVEMENT ELEVATION
PVT-11	14+79.29	64.53	8.53	PAVEMENT ELEVATION - MATCH EXIST.

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

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INTERSECTION IMPROVEMENT PLAN SAMS AVENUE

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
SCALE: 1" = 5'
DATE: JUNE, 2024
DRAWING: C4.10

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DETAIL 'A'



W11-2
30"X30"
(PEDESTRIAN)
SIGN
W16-9P
(SUPPLEMENTAL)
24"X12"



W11-2
30"X30"
(PEDESTRIAN)
SIGN
W16-7P
(SUPPLEMENTAL)
24"X12"



R1-6A
12"X36"
(IN STREET
PED CROSSING)
SIGN



R1-1
36"X36"
(STOP)
SIGN



R1-2
36"X36"X36"
(YIELD)
SIGN



R5-1
30"X30"
(DO NOT ENTER)
SIGN



R3-1
24"X24"
(NO RIGHT TURN)
SIGN



R3-2
24"X24"
(NO LEFT TURN)
SIGN



R6-1R
36"X12"
(ONE WAY)
SIGN



R6-1L
36"X12"
(ONE WAY)
SIGN



W14-1
30"X30"
(DEAD END)
SIGN



W2-1
30"X30"
(INTERSECTION)
SIGN



R2-1
24"X30"
(SPEED LIMIT)
SIGN



FTP-78L-06
24"X24"
(EVACUATION ROUTE)
SIGN



R1-5BL
36"X36"
(STOP HERE FOR PEDS)
SIGN



W14-1aR
36"X8"
(DEAD END)
SIGN



W14-1aL
36"X8"
(DEAD END)
SIGN

SCHEME 1
Crosswalk
with Stop Signing

CROSSWALK SIGNING
NOT TO SCALE

NOTE: REPLACE RECTANGULAR
FLASHING BEACON WITH
HIGHLIGHTED SIGN

DETAIL 'B'
SOLAR POWERED
HIGHLIGHTED SIGN PANELS
(CROSSWALK PROTECTION)
SEE ALSO FDOT STANDARD PLAN 654-001
NOT TO SCALE

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OVERALL STRIPING AND SIGNAGE PLAN

William E. Moss, P.E.
State of Florida # 74611

FPID NO.: 447711-1-54-01
SCALE: 1" = 30'
DATE: JUNE, 2024
DRAWING: **C5.0**

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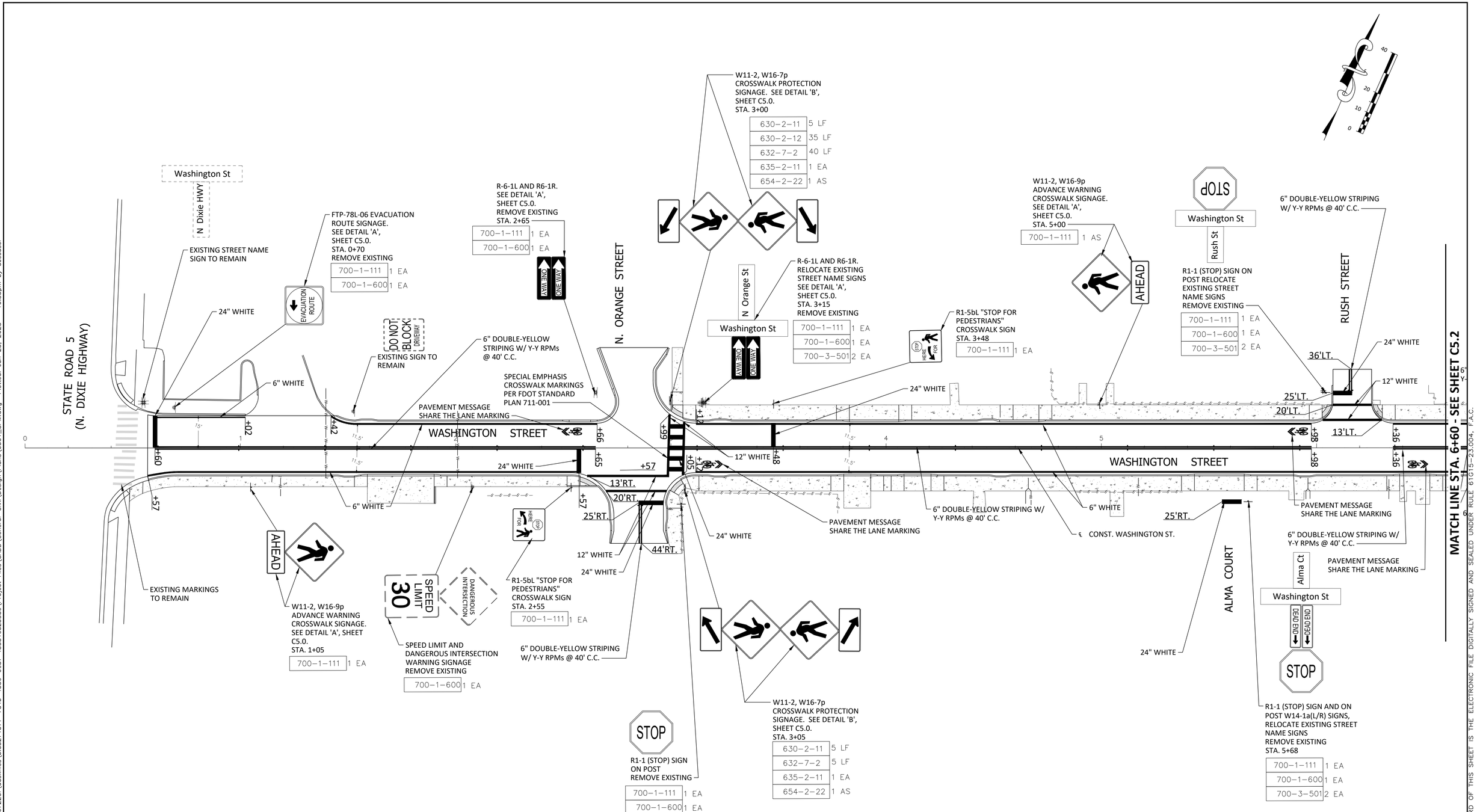

PLAN - STA. 0+00 TO STA. 6+60

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CONSTRUCTION PLANS FOR
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CITY OF NEW SMYRNA BEACH, FLORIDA

STRIPING AND SIGNAGE PLAN STA. 0+00 TO STA. 6+60

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William E. Moss, P.E.
State of Florida # 74611

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C5.1**

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MATCH LINE STA. 6+60 - SEE SHEET C5.1

MATCH LINE STA. 13+20 - SEE SHEET C5.3

WASHINGTON STREET

RUSH STREET

FAULKNER STREET

CITY PROPERTY

CONST. WASHINGTON ST.

6" DOUBLE-YELLOW STRIPING W/ Y-Y RPMs @ 40' C.C.

PAVEMENT MESSAGE SHARE THE LANE MARKING

SPECIAL EMPHASIS CROSSWALK MARKINGS PER FDOT STANDARD PLAN 711-001

24" WHITE

12" WHITE

6" WHITE

30'LT.

41'LT.

25'LT.

18'LT.

13'RT.

20'RT.

26'RT.

25'RT.

66'RT.

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 10+98

630-2-11	5 LF
630-2-12	35 LF
632-7-2	40 LF
635-2-11	1 EA
654-2-22	1 AS

R1-1 (STOP) SIGN ON POST
REMOVE EXISTING

700-1-111	1 EA
700-1-600	1 EA

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 11+65

630-2-11	5 LF
630-2-12	35 LF
632-7-2	40 LF
635-2-11	1 EA
654-2-22	1 AS

R1-5bL "STOP FOR PEDESTRIANS" CROSSWALK SIGN
STA. 11+67

700-1-111	1 EA

R5-1, R6-1L AND R6-1R DO NOT ENTER AND ONE WAY SIGN ON POST
SYA. 7+50

700-1-12	1 EA
700-1-600	1 EA

R5-1, R6-1L AND R6-1R DO NOT ENTER AND ONE WAY SIGN ON POST

700-1-12	1 AS

R1-1 (STOP) SIGN ON POST
RELOCATE EXISTING STREET NAME SIGNS ON POST
REMOVE EXISTING
STA. 7+85

700-1-111	1 EA
700-1-600	1 EA
700-3-501	2 EA

W11-2, W16-9p ADVANCE WARNING CROSSWALK SIGNAGE. SEE DETAIL 'A', SHEET C5.0.
STA. 8+90

700-1-111	1 AS

R1-5bL "STOP FOR PEDESTRIANS" CROSSWALK SIGN
STA. 10+61

700-1-111	1 AS

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 11+00

630-2-11	5 LF
632-7-2	5 LF
635-2-11	1 EA
654-2-22	1 AS

R1-1 (STOP) SIGN ON POST
RELOCATE EXISTING STREET NAME SIGNS ON POST
REMOVE EXISTING

700-1-111	1 EA
700-1-600	1 EA
700-3-501	2 EA

CROSSWALK PROTECTION SIGNAGE. SEE DETAIL 'B', SHEET C5.0.
STA. 11+65

630-2-11	5 LF
632-7-2	5 LF
635-2-11	1 EA
654-2-22	1 AS

EXISTING SIGNS TO REMAIN

PLAN - STA. 6+60 TO STA. 13+20

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CITY OF NEW SMYRNA BEACH, FLORIDA

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STRIPING AND SIGNAGE PLAN STA. 6+60 TO STA. 13+20

William E. Moss, P.E.
State of Florida # 74611

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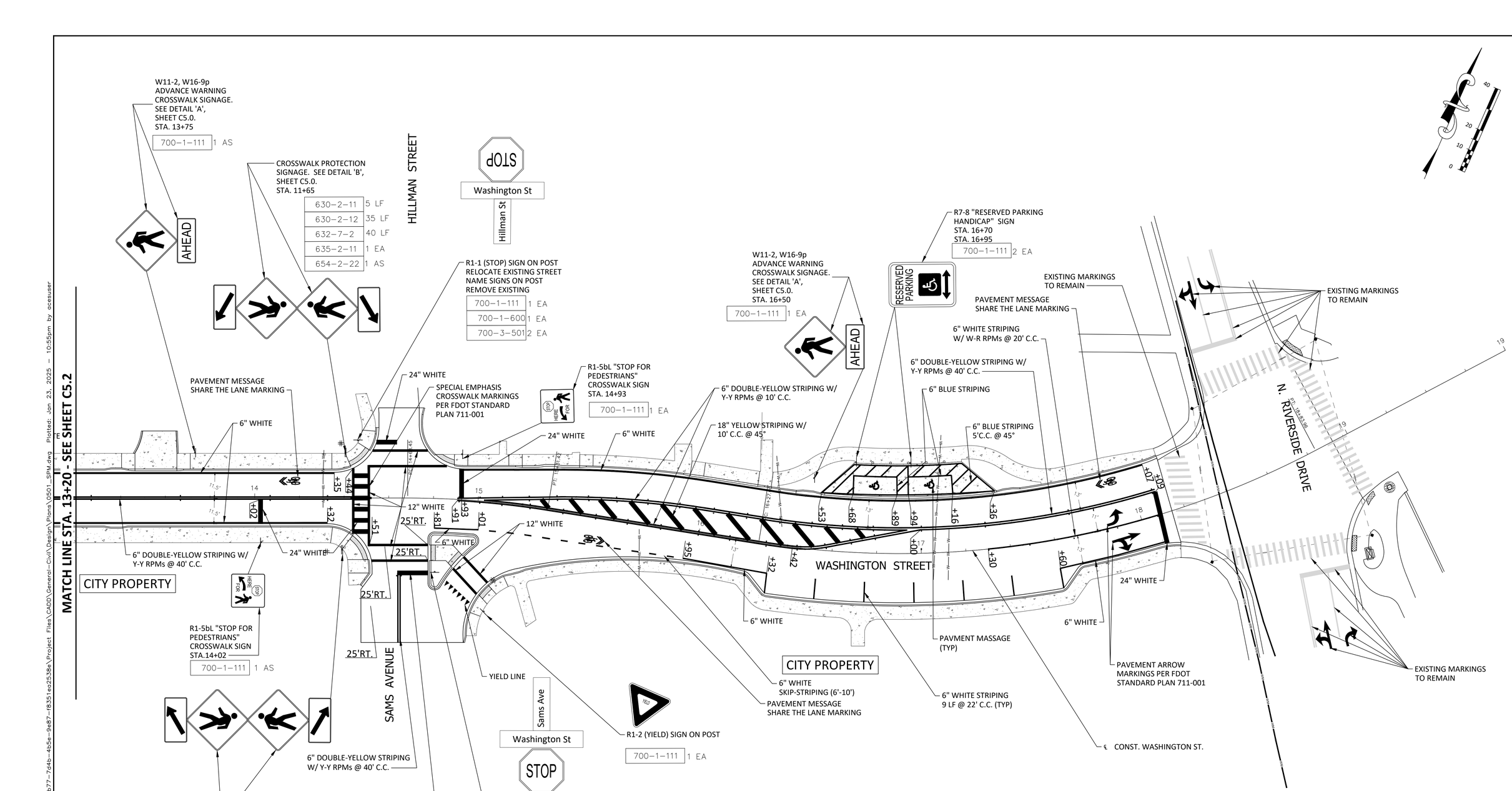

PLAN - STA. 13+20 TO STA. 19+80

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STRIPING AND SIGNAGE PLAN STA. 13+20 TO STA. 19+80

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State of Florida # 74611

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DATE: JUNE, 2024
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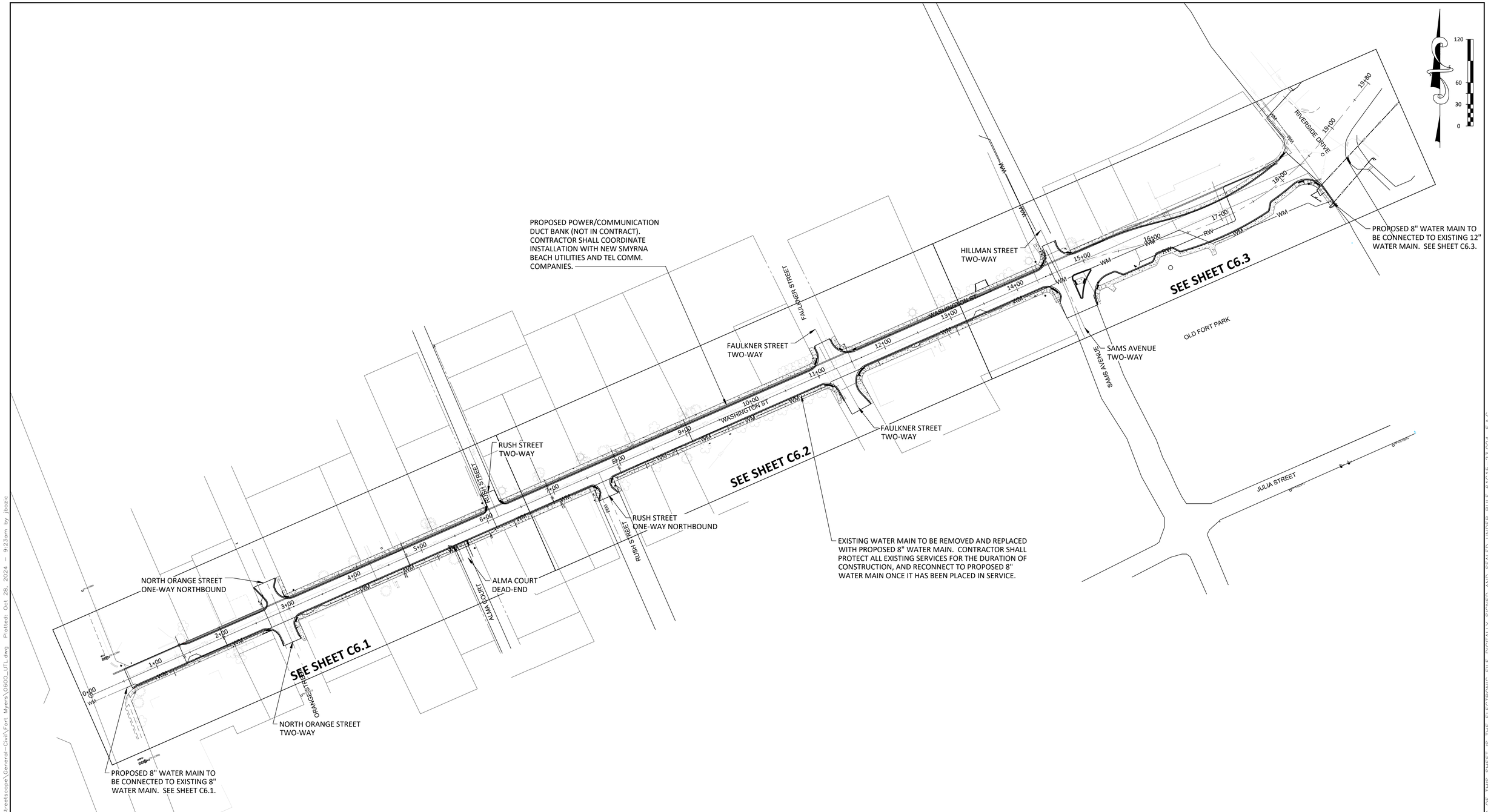

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OVERALL UTILITIES PLAN

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE: 1" = 60'
DATE: JUNE, 2024
DRAWING: **C6.0**

P:\Projects1?\17-0213.002_Washington_Street_Streetscape\General-Civil\Fort Myers\0600_UTL.dwg Plotted: Oct 28, 2024 - 9:23am by jbozic

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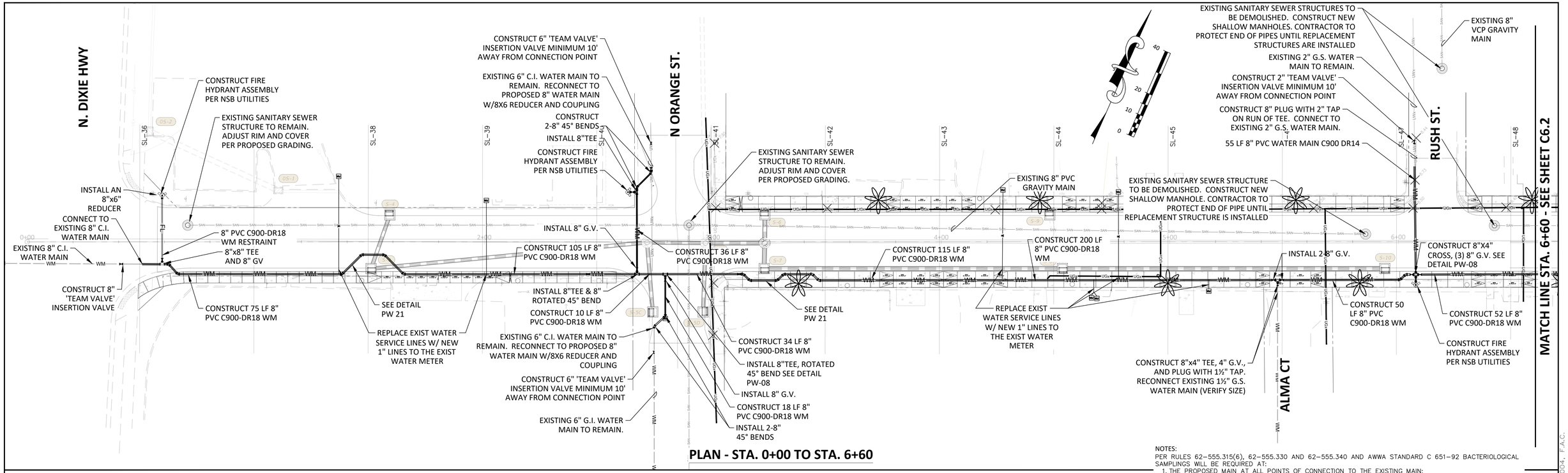
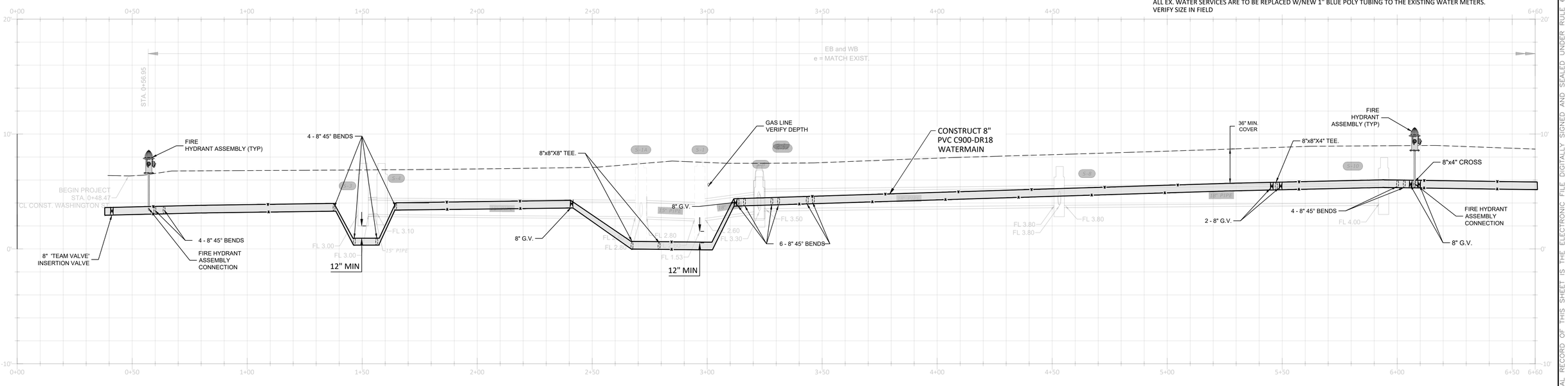


PLAN - STA. 0+00 TO STA. 6+60

NOTES:
PER RULES 62–555.315(6), 62–555.330 AND 62–555.340 AND AWWA STANDARD C 651–92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:

1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200–FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

ALL EX. WATER SERVICES ARE TO BE REPLACED W/NEW 1" BLUE POLY TUBING TO THE EXISTING WATER METERS. VERIFY SIZE IN FIELD



PROFILE - STA. 0+00 TO STA. 6+60

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CITY OF NEW SMYRNA BEACH, FLORIDA

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UTILITIES PLAN AND PROFILE STA. 0+00 TO STA. 6+60

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C6.1**

P:\Projects\17-02\3.002_Washington_Street_Streetscape\General-Civil\Fort Myers\0601_UTL24.dwg Plotted: Oct 28, 2024 – 9:31am by jbozic
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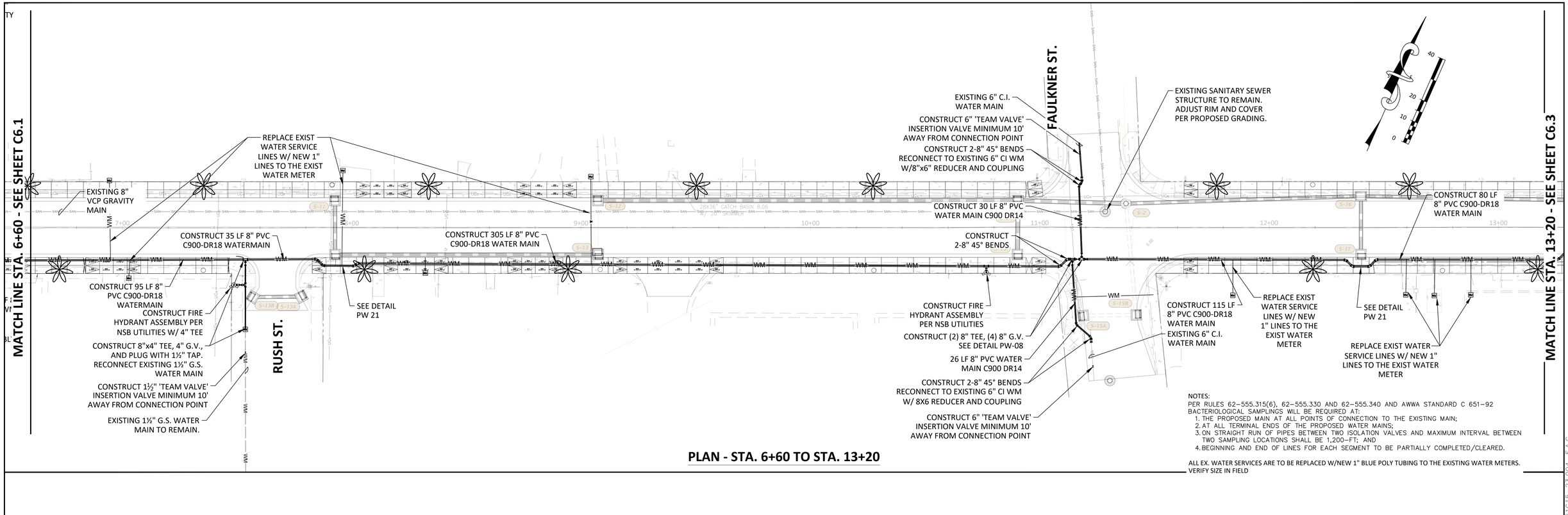
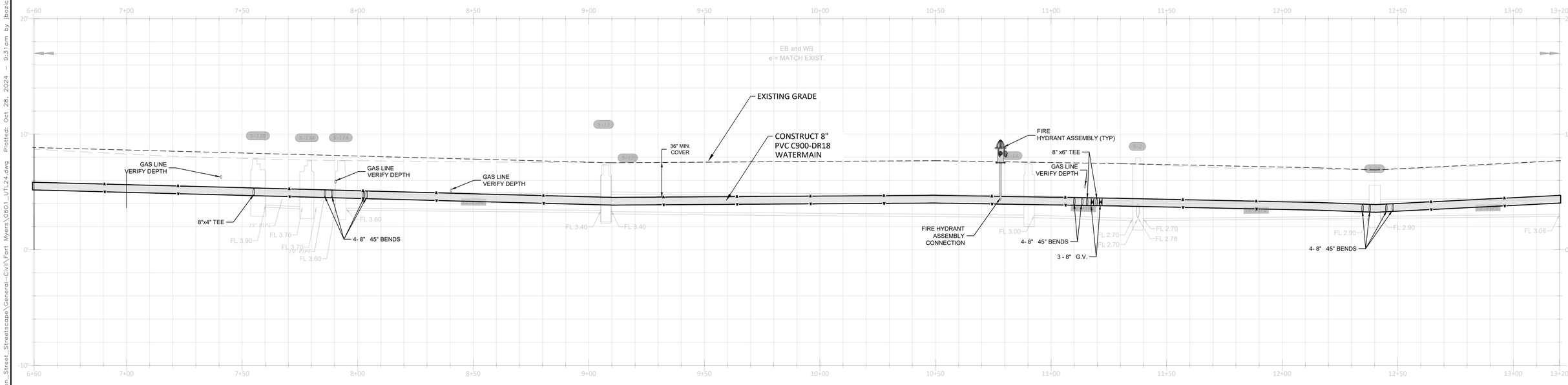


PLAN - STA. 6+60 TO STA. 13+20

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200-FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

ALL EX. WATER SERVICES ARE TO BE REPLACED W/NEW 1" BLUE POLY TUBING TO THE EXISTING WATER METERS. VERIFY SIZE IN FIELD



PROFILE - STA. 6+60 TO STA. 13+20

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

UTILITIES PLAN AND PROFILE STA. 6+60 TO STA. 13+20

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE: 1" = 20'
DATE: JUNE, 2024
DRAWING: **C6.2**

P:\Projects\17-0213.002_Washington_Street_Streetscape\General-Civil\Fort Myers\0601_UTL24.dwg Plotted: Oct 28, 2024 - 9:31am by jbozic
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MATCH LINE - SEE INSET PLAN

MATCH LINE STA. 13+20 - SEE SHEET C6.2

EXISTING WATER MAIN CONTRACTOR TO VERIFY LOCATION AND DEPTH

***EXISTING GAS MAIN APPX 1.5'BELOW GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH

HILLMAN ST.

EXISTING SANITARY SEWER STRUCTURE TO REMAIN. ADJUST RIM AND COVER PER PROPOSED GRADING.

CONSTRUCT 180 LF 10" HDPE WATER MAIN DIRECTIONAL DRILL WM TO GO NO DEEPER THAN 6' AND O LESS THAN 4' FROM GRADE

ENTRY DRILL PIT OR 10" HDPE HDD ANGLE APPX 11°, INSTALL 8" G.V. & ARV WITH HDPE BEND & MJ ADAPTER

SEE DETAIL PW 21

CONSTRUCT 8" TEE AND (2) 8" G.V.

CONSTRUCT 35 LF 8" PVC WM

REPLACE EXIST WATER SERVICE LINES W/ NEW 1" LINES TO THE EXIST WATER METER

EX. 12" WATER MAIN

CONSTRUCT 110 LF 8" PVC C900-DR18 WATER MAIN

CONSTRUCT FIRE HYDRANT ASSEMBLY PER NSB UTILITIES

CONSTRUCT (1) 8"x8"x8" TEE, (1) 8"x6" REDUCER, (3) 8" G.V, AND (1) 6" G.V. SEE DETAIL PW-08

CONNECT EXISTING 6" WM TO PROPOSED 6" G.V. W/COUPLING

SAMS AVE.

CONSTRUCT 24 LF 8" PVC C900-DR18 WATER MAIN

CONSTRUCT 6" 'TEAM VALVE' INSERTION VALVE MINIMUM 10' AWAY FROM CONNECTION POINT

EXISTING 6" C.I. WATER MAIN

CONSTRUCT 370 LF 8" PVC C900-DR18 WATER MAIN

REPLACE EXIST WATER SERVICE LINES W/ NEW 1" LINES TO THE EXIST WATER METER

CONSTRUCT FIRE HYDRANT ASSEMBLY

PROPOSED 8" PVC WM AND 45 DEGREE FITTING. 8" WM OVER EXISTING 16" FM WITH MINIMUM 1.0' VERTICAL CLEARANCE

PROPOSED 8"x12" TAPPING SLEEVE AND GATE VALVE. MINIMUM 3.0' FROM PIPE JOINT AND EXISTING TAPS.

N RIVERSIDE DR.

INSET PLAN

***EXISTING GAS MAIN APPX 1.5'BELOW GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH

EXIT DRILL PIT FOR 10" HDPE HDD EXIT ANGLE 11°, INSTALL 8" G.V. AND ARV WITH HDPE BEND AND MJ ADAPTER

REMOVE EXISTING 8"X4" REDUCER AND CONNECT TO EXISTING 8" PVC WM ON HILLMAN STREET WITH 8" G.V. AND 8" 45° BEND.

CONSTRUCT 180 LF 10" HDPE WATER MAIN DIRECTIONAL DRILL WM TO GO NO DEEPER THAN 6' AND O LESS THAN 4' FROM GRADE

HILLMAN STREET

EXISTING 8" PVC WM

CONSTRUCT 8" 45° BEND.

MATCH LINE

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200-FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

ALL EX. WATER SERVICES ARE TO BE REPLACED W/NEW 1" BLUE POLY TUBING TO THE EXISTING WATER METERS. VERIFY SIZE IN FIELD

PLAN - STA. 13+20 TO STA. 19+80

HILLMAN ST.

EB and WB e = MATCH EXIST.

EB e = (-) 0.01 (MATCH EXIST.) to e = (+) 0.02

WB e = MATCH EXIST.

EB e = (+) 0.02

EB e = (+) 0.02 to (-) 0.02 (MATCH EXIST.)

EB and WB e = MATCH EXIST.

HORIZONTAL PGL SHIFT 11FT LEFT OF CL CONST. WASHINGTON ST. (FOLLOWS LEFT LANE TAPER)

STA. 15+00.00 · STA. 16+00.00 · STA. 17+00.00 · STA. 18+00.00 · STA. 18+32.34

END PROJECT STA. 18+32.34 CL CONST. WASHINGTON ST.

N RIVERSIDE DR.

4- 8" 45° BENDS

2 - 8" G.V.

8"x8" CROSS

36" MIN. COVER

CONSTRUCT 8" PVC C900-DR18 WATERMAIN

EXISTING GRADE

8" 45° BEND

8" 45° BEND

FIRE HYDRANT ASSEMBLY (TYP)

8" G.V.

CONSTRUCT 8"x12" WET TAP. CONNECT PROPOSED 8" WATER MAIN TO EX. 12" C.I. WATER MAIN W/TAPPING VALVE AND SLEEVE VERIFY DEPTH

EX. RECLAIM WATER MAIN VERIFY DEPTH AND SIZE

8" 45° BEND

EX FORCE MAIN VERIFY DEPTH AND SIZE

FL 3.06 · FL 3.10 · FL 1.90 · FL 1.80 · FL 1.80 · FL 1.50 · FL 1.50 · FL 1.40 · FL 1.40 · FL 1.25 · FL 1.25 · FL 1.17

15" PIPE

PROFILE - STA. 13+20 TO STA. 19+80

REVISIONS				REVISIONS			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

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UTILITIES PLAN AND PROFILE STA. 13+20 TO STA. 19+80

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
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DATE: JUNE, 2024
DRAWING: **C6.3**

P:\Projects\17-02\3.002_Washington_Street_Streetscape\General-Civil\Fort Myers\0601_UTL24.dwg Plotted: Oct 28, 2024 - 9:32am by jbozic

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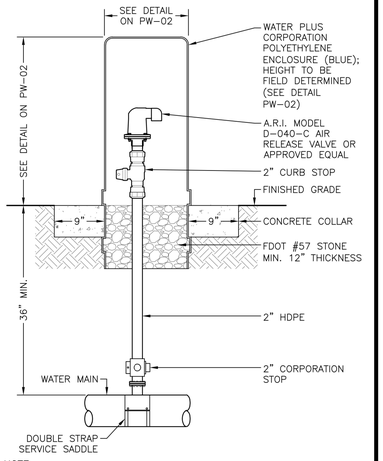
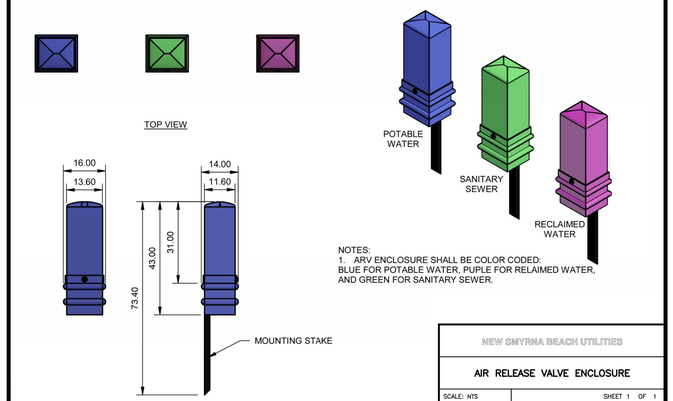


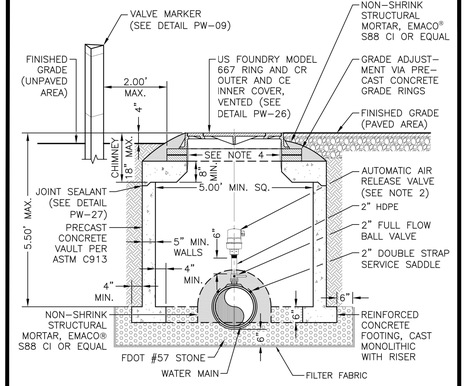
NOTE:
1. FITTINGS AND PIPE FOR VALVES SHALL BE LEAD FREE BRASS.
2. ALL JOINTS SHALL BE RESTRAINED.
3. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

NEW SMYRNA BEACH UTILITIES	
ABOVE GROUND AIR RELEASE VALVE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-01



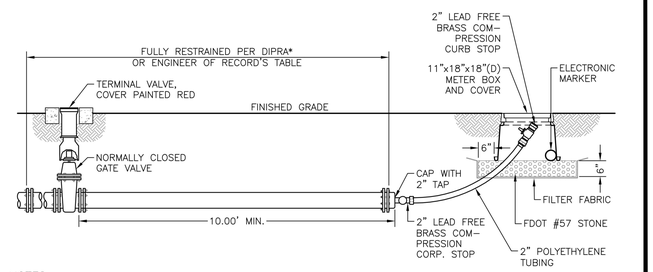
NOTES:
1. ARV ENCLOSURE SHALL BE COLOR CODED: BLUE FOR POTABLE WATER, PUPLE FOR RELAIMED WATER, AND GREEN FOR SANITARY SEWER.

NEW SMYRNA BEACH UTILITIES	
AIR RELEASE VALVE ENCLOSURE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-02



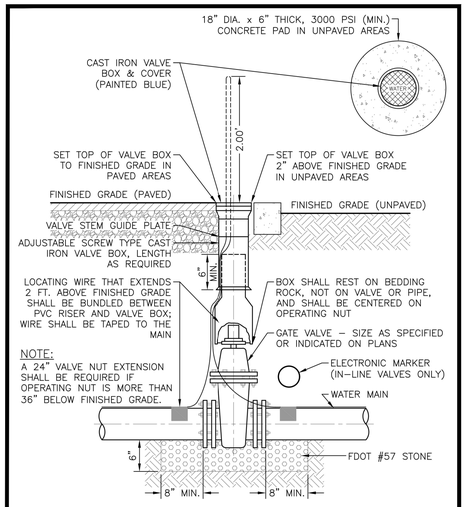
NOTES:
1. RINGS AND COVERS IN PAVEMENT OR SIDEWALK SHALL BE FLUSH WITH FINISHED GRADE. RINGS AND COVERS SHALL BE 4" ABOVE FINISHED GRADE IN UNPAVED AREAS.
2. SEE A.R.I. FLOW CONTROL ACCESSORIES CATALOG FOR S-050, 2" THREADED AUTOMATIC AIR RELEASE VALVE CONFIGURATION, OR APPROVED EQUAL.
3. COIL 6 FT. OF TRACER WIRE WITHIN VAULT; WIRE SHALL BE TAPED TO THE MAIN.
4. EPOXY MORTAR INSIDE OF CHIMNEY/PRECAST CONCRETE GRADE RINGS FOR A SMOOTH FINISH.
5. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES.

NEW SMYRNA BEACH UTILITIES	
AIR RELEASE VALVE IN CONCRETE VAULT	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-03



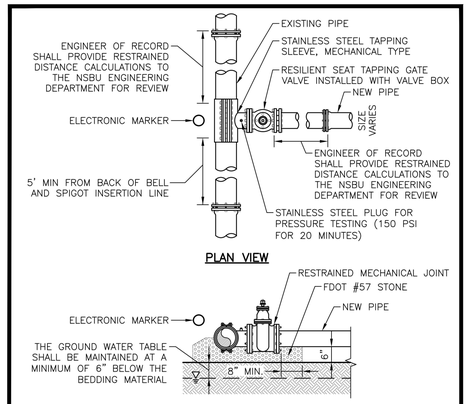
NOTES:
1. DUCTILE IRON PIPE RESEARCH ASSOCIATION.
2. FILTER FABRIC SHALL BE MIRAFI N-SERIES NON-WOVEN POLYPROPYLENE GEOTEXTILES

NEW SMYRNA BEACH UTILITIES	
BLOW OFF VALVE ASSEMBLY	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-04



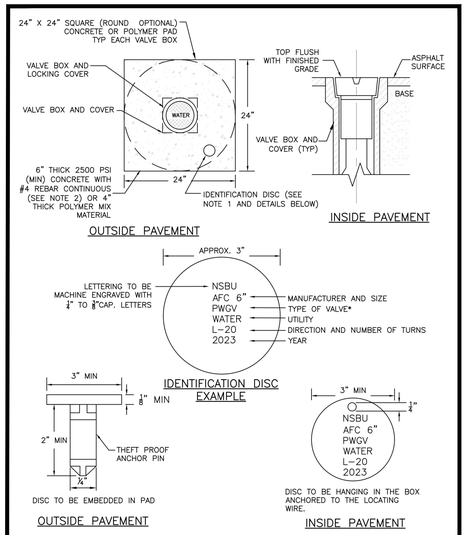
NOTE:
A 24" VALVE NUT EXTENSION SHALL BE REQUIRED IF OPERATING NUT IS MORE THAN 36" BELOW FINISHED GRADE.

NEW SMYRNA BEACH UTILITIES	
GATE VALVE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-05



NOTES:
1. FULL LENGTH TAPPING SLEEVE REQUIRED.
2. STAINLESS STEEL TAPPING SLEEVES ARE REQUIRED FOR ALL TYPES OF PIPE MATERIALS.
3. INSTALLATION REQUIRES RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. REVERSE SIDE AND VERTICAL TAPPING REQUIRES NSBU ENGINEERING DEPARTMENT APPROVAL.
5. VALVES GREATER THAN 4" SHALL BE GEAR ACTUATED.

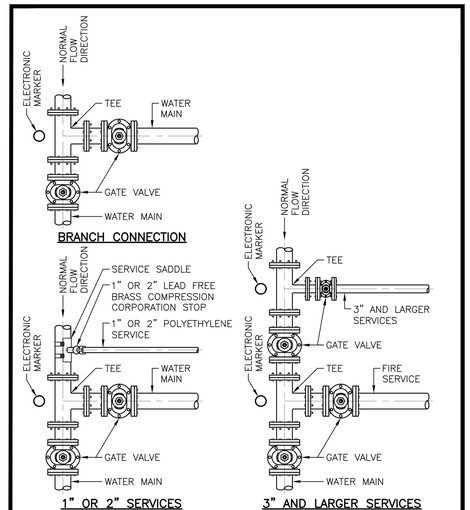
NEW SMYRNA BEACH UTILITIES	
TAPPING SLEEVE AND VALVE	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-06



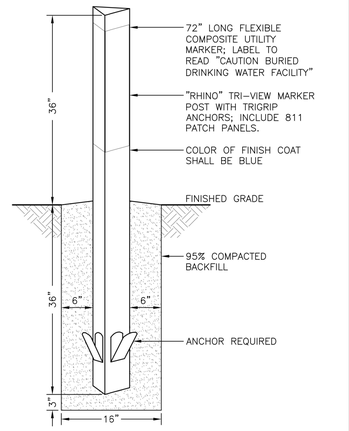
NOTES:
1. BRONZE (OR STAINLESS STEEL) IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES, EXCEPT HYDRANT VALVES.
2. IN LIEU OF PRECAST CONCRETE PAD, A 6" THICK X 24" (ROUND OR SQUARE) POURED CONCRETE PAD WITH TWO #4 REBAR AROUND PERIMETER MAY BE USED.

*PWGV Potable Water Gate Valve
RWGV Reclaimed Water Gate Valve
SSGV Sanitary Sewer Gate Valve
SSPV Sanitary Sewer Plug Valve

NEW SMYRNA BEACH UTILITIES	
VALVE BOX CONCRETE PAD	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-07



NEW SMYRNA BEACH UTILITIES	
VALVE LAYOUT AT TEES AND SERVICES	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-08



NEW SMYRNA BEACH UTILITIES	
VALVE MARKER	
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-09

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NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY		NO.	DATE	DESCRIPTION	BY					

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UTILITY DETAILS

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State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: **C6.4**

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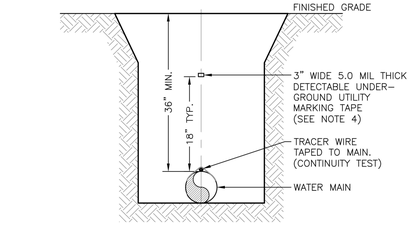
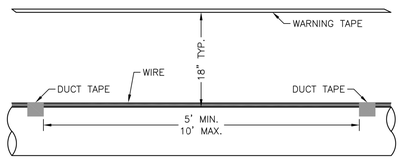


SECTION VIEW



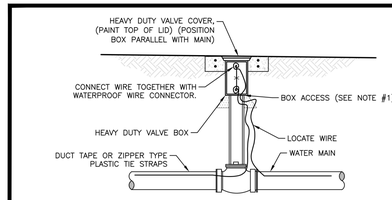
ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

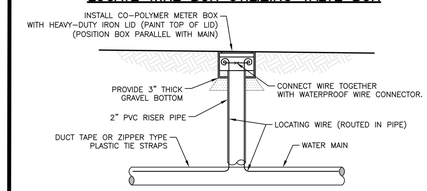
NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE AND TAPE

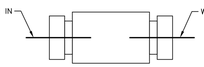
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-10



LOCATE WIRE BOX UTILIZING VALVE BOX



LOCATE WIRE UTILIZING METER BOX



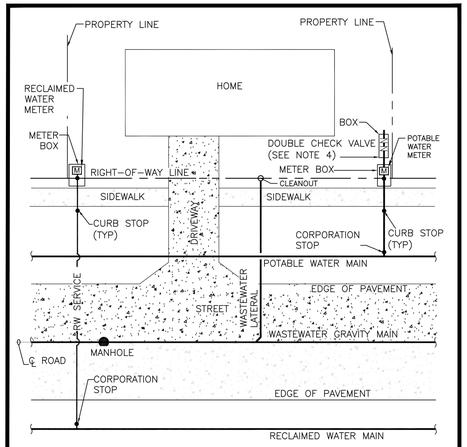
WATERPROOF WIRE CONNECTOR DETAIL

NOTES:
1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4' ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2-WAY CONNECTION.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE BOX

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-11

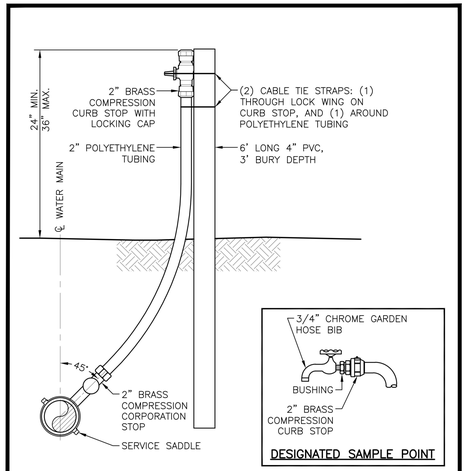


NOTE:
1. PRIOR TO METERS BEING INSTALLED, THE PROPERTY LINES AND BACK OF SIDEWALK ARE TO BE STAKED.
2. SANITARY CLEANOUT PADS SHALL BE PARALLEL TO THE SIDEWALK AND SET AT FINISHED GRADE.
3. METER BOXES AND CLEANOUTS SHALL MAINTAIN A MINIMUM SEPARATION OF 36" FROM ELECTRIC TRANSFORMERS, CABLE JUNCTION BOXES, OR ANY OTHER ABOVE GROUND SERVICE FIXTURE OR STRUCTURE.
4. METER AND BOX TO BE INSTALLED BY NSBU AND DOUBLE CHECK BACKFLOW PREVENTER TO BE INSTALLED BY CONTRACTOR.
5. EXISTING FIRE HYDRANTS, AUTOMATIC FLUSHING DEVICES OR VALVES ARE TO BE MAINTAINED AT FINISHED GRADE BETWEEN THE PROPERTY LINES TO THE EDGE OF THE PAVEMENT.
6. DOUBLE UTILITY SERVICES ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL BY NSBU.

NEW SMYRNA BEACH UTILITIES

RESIDENTIAL SERVICE LOCATIONS

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-13



DESIGNATED SAMPLE POINT

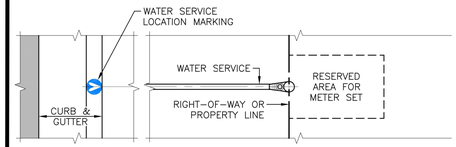
NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

NEW SMYRNA BEACH UTILITIES

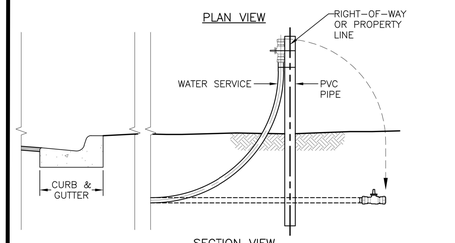
TEST SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-15

1" OR 2" POTABLE WATER SERVICES SHALL TERMINATE WITH A CURB STOP STUBBED 2' TO 3' ABOVE FINISHED GRADE SUPPORTED BY A 6' LONG 4" DIAMETER PVC PIPE, OR 2"x2" WOOD POST, SECURED WITH CABLE TIE STRAPS, BE SAW CUT MARKED WITH A 'V' IN CURBS OR AT EDGE OF PAVEMENT PAINTED BLUE AND BE INSTALLED IN A CASING UNDER ROADWAYS.



PLAN VIEW

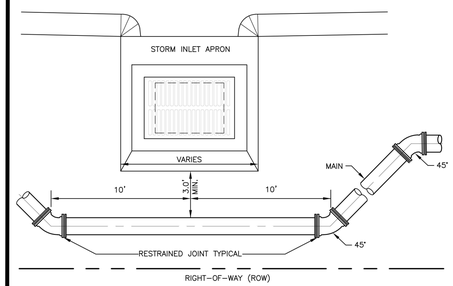


SECTION VIEW

NEW SMYRNA BEACH UTILITIES

POTABLE WATER SERVICE LOCATION MARKING

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-18



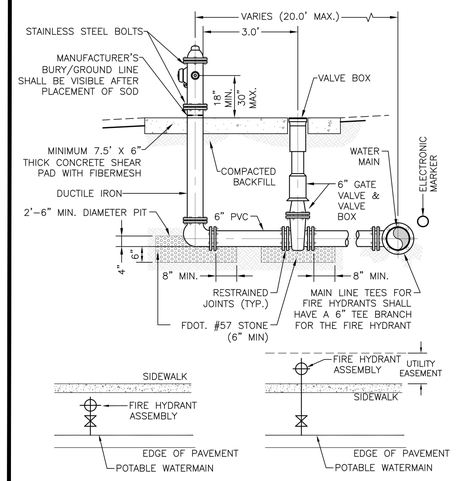
PLAN VIEW

NOTES:
1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN.
2. PIPE MAY BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA.

NEW SMYRNA BEACH UTILITIES

WATER MAIN INSTALLATION BETWEEN STORM INLET AND RIGHT-OF-WAY (ROW)

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-21

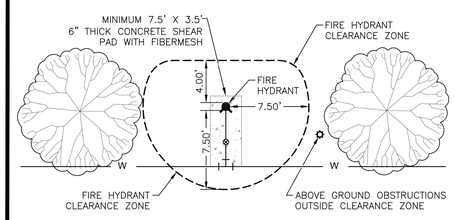


NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

NEW SMYRNA BEACH UTILITIES

FIRE HYDRANT ASSEMBLY

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-22

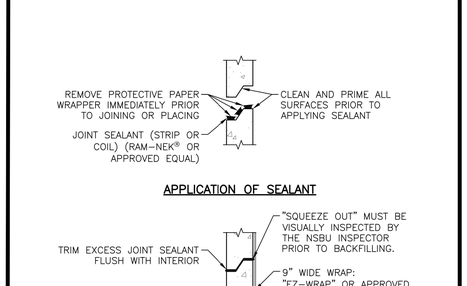


NOTES:
1. CLEAR ZONE: NO ABOVE GROUND OBSTRUCTIONS GREATER THAN 8" IN HEIGHT. GROUND COVER SHALL BE ALLOWED ADJACENT TO THE FIRE HYDRANT.
2. HYDRANT SHALL BE MIN. 3' AWAY FROM THE CURB

NEW SMYRNA BEACH UTILITIES

FIRE HYDRANT CLEARANCE ZONE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-23



APPLICATION OF SEALANT

CLOSED JOINT

NEW SMYRNA BEACH UTILITIES

JOINT SEALANT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-27

SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS

	PROPOSED UTILITY											
	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING	HORIZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'-6'	N/A	N/A	3'-6'	N/A	N/A	3'-6' NOTE 1	N/A	N/A	3'-6'	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FDOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES OVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

NEW SMYRNA BEACH UTILITIES

UTILITY SEPARATION

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-28

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

UTILITY DETAILS

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
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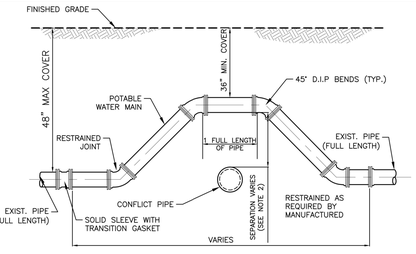


NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D1557.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL PW–32.
3. LOCATING WIRE REQUIRED. SEE DETAIL PW–13.
4. MINIMUM 36–INCH AND MAXIMUM 48–INCH COVER SHALL BE REQUIRED FOR ALL PIPES UNLESS OTHERWISE STATED.
5. IF UTILITY CONFLICT IS LOCATED IN A NON–TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES IN THE AREA OF THE CONFLICT.
6. ADDITIONAL RESTRAINTS MAY BE REQUIRED FOR VERTICAL BENDS.
7. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS (20' MIN.).
8. ALL DEFLECTIONS SHALL BE DIP.

NEW SMYRNA BEACH UTILITIES

WATER MAIN CROSSING

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–29**

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)										
TYPE	PIPE SIZE									
	PVC						DIP			
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	33	39	45	46	55	64	75	86
45° BEND	8	11	14	16	19	19	23	27	31	36
22–1/2° BEND	4	5	8	9	10	10	11	13	15	17
11–1/4° BEND	3	3	4	5	5	5	6	7	8	9
PLUG OR BRANCH OF TEE	33	45	59	70	83	84	102	119	142	164
VALVE	27	38	49	59	68	69	83	97	116	133
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

NOTES:

1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3
   DEPTH OF COVER: 3 FT
   SAFETY FACTOR: 1.5
   CONVERSION FACTOR FOR PVC PIPE: 1.25

   *SAFETY FACTOR AND PVC CONVERSION FACTOR ALREADY APPLIED TO TABLE.

7. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE–SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
8. ALL THE JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED.
9. IF DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

NEW SMYRNA BEACH UTILITIES

RESTRAINED PIPE TABLE (WATER AND RECLAIMED WATER MAINS)

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–30**

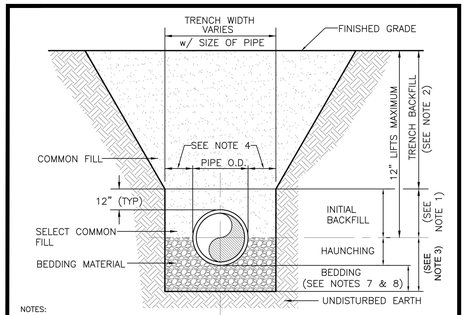
NSBU GENERAL NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAINS LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE NEW SMYRNA BEACH UTILITIES (NSBU) DISPATCH OPERATOR (386–427–1368) AND THE NSBU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT.
4. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE NSBU SYSTEM SHALL BE IN CONFORMANCE WITH THE NSBU RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS.
6. ALL NSBU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGE TO NSBU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY NSBU, NSBU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING NSBU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, OR STORM WATER IMPROVEMENTS. NSBU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
9. ONLY NSBU PERSONNEL SHALL OPERATE NSBU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE NSBU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY NSBU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE–APPROVED INTERRUPTIONS OF SERVICE WITH THE NSBU INSPECTOR 7 WORKING DAYS IN ADVANCE.
11. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND NSBU.
12. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
13. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, NO PIPE BENDING IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3–INCHES PER JOINT PER 20 FT STICK OF PIPE) ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
14. FOR NON–PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING – NOTES

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–31**



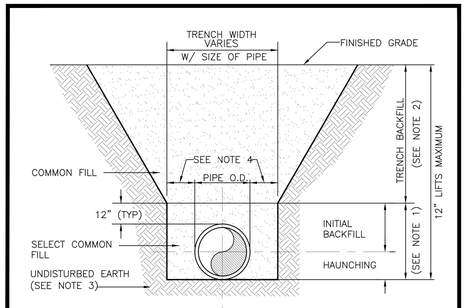
NOTES:

1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. NSBU SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT–OF–WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT–OF–WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING – TYPE A

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–32**



NOTES:

1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY NSBU.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT–OF–WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT–OF–WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING – TYPE B

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–33**

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

UTILITY DETAILS

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Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
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TEMPORARY TRAFFIC CONTROL PLAN GENERAL NOTES

1. POST A REGULATORY SPEED OF 20 MPH ON WASHINGTON STREET AT THE BEGINNING AND END OF THE PROJECT LIMITS.
2. PEDESTRIAN TRAFFIC SHALL BE MAINTAINED STANDARD PLANS INDEX 102-660 AND THE PEDESTRIAN DETAILS IN THIS TEMPORARY TRAFFIC CONTROL PLAN (TTCP).
3. CONTRACTOR MUST COORDINATE ALL TEMPORARY DRIVEWAY CLOSURES AND ALL OTHER ACCESS RESTRICTIONS WITH THE CITY OF SMYRNA BEACH, PROPERTY OWNERS AND AREA RESIDENTS.
4. CONTRACTOR MUST PROVIDE TEMPORARY ACCESS TO ALL PROPERTIES DURING TEMPORARY CLOSURES FOR ALL CONSTRUCTION ACTIVITIES.
5. CONTRACTOR MUST COORDINATE TRAFFIC OPERATIONS ON WASHINGTON STREET WITH THE CITY OF NEW SMYRNA BEACH ENGINEERING FOR SPECIAL CITY EVENTS THAT REQUIRE STREET CLOSURES ON SURROUNDING CITY STREETS .
6. CONTRACTOR MUST COORDINATE TEMPORARY TRAFFIC SIGNAL OPERATIONS AT WASHINGTON STREET AND US 1, AND AT WASHINGTON STREET AND RIVERSIDE DRIVE WITH VOLUSIA COUNTY.
7. CONTRACTOR MUST NOTIFY AND COORDINATE STREET CLOSURES WITH THE CITY OF NEW SMYRNA BEACH A MINIMUM OF 10 WORKING DAYS PRIOR TO A FULL CLOSURE OF EASTBOUND AND WESTBOUND TRAFFIC.
8. CLOSURE IS LIMITED TO:
   A. PROVIDE ADVANCE NOTICE OF CLOSURES OF ACCESS TO ADJOINING PROPERTY OWNERS, AND IF THERE ACCESS CANNOT BE RESTORED FOR ALL INACTIVE WORK ZONES, PROVIDE ALTERNATIVE VEHICLE ACCESS. PLUS ALTERNATIVE TRASH COLLECTION, AND DELIVERY SERVICES (POSTAL OR OTHERWISE).
   B. MAINTAIN EMERGENCY VEHICLE ACCESS AT ALL TIMES (AS FEASIBLE).
   C. MAINTAIN PEDESTRIAN PATHWAY ON ONE SIDE OF WASHINGTON STREET AT ALL TIMES.
   D. DIVERT ALL TRANSIT TRAFFIC ON WASHINGTON STREET TO ALTERNATE ROUTES.

TEMPORARY TRAFFIC CONTROL PLAN PHASING NOTES

PHASE I

1. CLOSE WASHINGTON STREET TO WESTBOUND TRAFFIC. DETOUR PEDESTRIANS TO THE SOUTH SIDE OF WASHINGTON STREET UTILIZING STANDARD PLANS INDEX 102-600, 102-660 AND 102-603 (AS NEEDED). INSTALL ADVANCE WARNING SIGNS FOR PHASE I TRAFFIC DETOUR. MAINTAIN LOCAL EASTBOUND TRAFFIC ON WASHINGTON STREET.
2. PHASE CONSTRUCTION ACTIVITIES TO MAINTAIN ACCESS TO EXISTING PROPERTIES AND SIDE STREETS.
3. CONSTRUCT ALL UNDERGROUND UTILITY WORK, DRAINAGE IMPROVEMENTS, DRIVEWAYS AND SIDEWALKS ON THE NORTH SIDE OF WASHINGTON STREET. INSTALL UNDERGROUND ELECTRICAL FROM US 1 TO RUSH STREET THEN RUSH TO RIVERSIDE. ELECTRICAL WORK MUST BE COMPLETE PRIOR TO PHASE II TO CONSTRUCT. DETOUR ALL TRAFFIC AND CLOSE WASHINGTON STREET ONLY FOR SIGNIFICANT DRAINAGE AND UNDERGROUND UTILITY WORK. PLACE TEMPORARY PAVEMENT TO RESTORE TRAFFIC AS SOON AS POSSIBLE.
4. DURING SIDE STREET CLOSURES AND FULL CLOSURES ON WASHINGTON STREET FOR CONSTRUCTION OF LATERAL CROSSINGS, DETOUR LOCAL TRAFFIC TO THE NEXT ADJOINING SIDE STREET NORTH OR SOUTH OF THE CLOSURE.
5. PROVIDE DROP-OFF PROTECTION TO MEET THE CONSTRUCTION CONDITIONS PER STANDARD INDEX 102-600, 102-110 AND 102-120.

PHASE II

1. CLOSE WASHINGTON STREET TO EASTBOUND TRAFFIC. DETOUR PEDESTRIANS TO THE NORTH SIDE OF WASHINGTON STREET UTILIZING STANDARD PLANS INDEX 102-600, 102-660 AND 102-603 (AS NEEDED). INSTALL ADVANCE WARNING SIGNS FOR PHASE II TRAFFIC DETOUR. MAINTAIN LOCAL EASTBOUND TRAFFIC ON WASHINGTON STREET.
2. PHASE CONSTRUCTION ACTIVITIES TO MAINTAIN ACCESS TO EXISTING PROPERTIES AND SIDE STREETS.
3. REMOVE OVERHEAD UTILITIES AND POLES. CONSTRUCT ALL UNDERGROUND UTILITY WORK, DRAINAGE IMPROVEMENTS, COMPLETE LATERAL DRAINAGE AND UTILITY CROSSINGS, DRIVEWAYS, AND SIDEWALKS ON THE SOUTH SIDE OF WASHINGTON STREET. DETOUR ALL TRAFFIC AND CLOSE WASHINGTON STREET ONLY FOR SIGNIFICANT DRAINAGE AND UNDERGROUND UTILITY WORK. PLACE TEMPORARY PAVEMENT TO RESTORE TRAFFIC AS SOON AS POSSIBLE.
4. COMPLETE PROPOSED WM INSTALLATION AND CERTIFICATION PRIOR TO ABANDONING OR REMOVING THE EXISTING WM.
5. UTILIZE INDEX 102-603 AND 102-604 MILL AND PLACE OVERBUILD AND STRUCTURAL COURSE. CONSTRUCT PAVEMENT WIDENING IN CONJUNCTION WITH THE MILLING AND RESURFACING OPERATION (EXCLUDING FRICTION COURSE)0
6. DURING SIDE STREET CLOSURES AND FULL CLOSURES ON WASHINGTON FOR CONSTRUCTION OF LATERAL CROSSINGS, DETOUR TRAFFIC TO THE NEXT ADJOINING SIDE STREET NORTH OR SOUTH OF THE CLOSER.
7. PROVIDE DROP-OFF PROTECTION TO MEET THE CONSTRUCTION CONDITIONS PER STANDARD INDEX 102-600, 102-110 AND 102-120.

PHASE III

1. COMPLETE MILL AND AND RESURFACING OPERATIONS. UTILIZE STANDARD PLAN INDEX 102-603 AND 102-604 TO MAINTAIN TRAFFIC ON WASHINGTON STREET.
2. PLACE FINAL PAVEMENT STRIPING ON WASHINGTON STREET PER THE SIGNING AND PAVEMENT MARKING PLANS UTILIZING STAND PLANS INDEX 120-603 AND 102-604.

PHASE IV

1. INSTALL LIGHTING, IRRIGATION AND LANDSCAPE PER PLAN COMPONENT. UTILIZE STANDARD PLAN INDEX 102-603 AND 102-604 TO MAINTAIN TRAFFIC ON WASHINGTON STREET.

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CITY OF NEW SMYRNA BEACH, FLORIDA

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TTCP GENERAL NOTES AND PHASING NOTES

Barry T. White, P.E.
State of Florida # 89071

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SCALE: AS SHOWN
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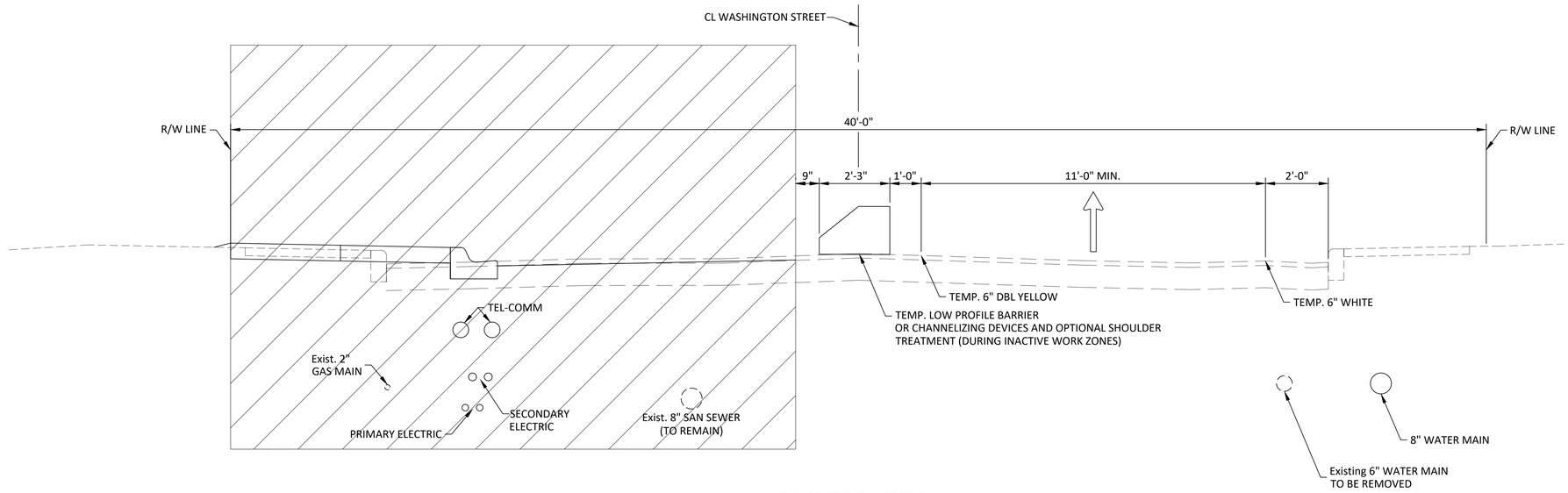
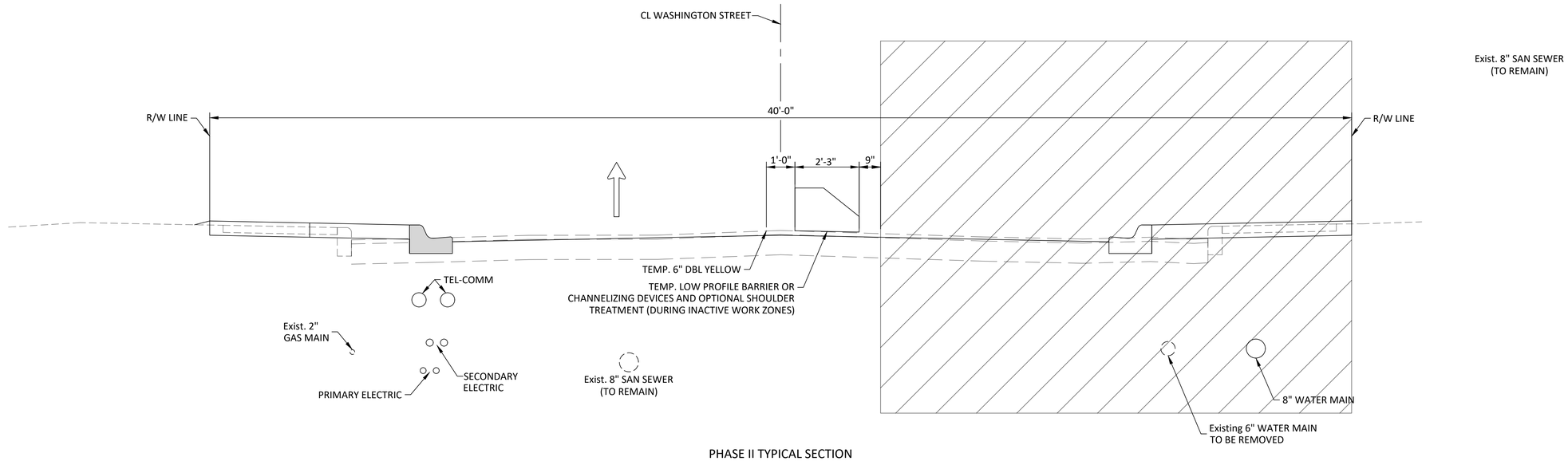


WORK AREA

PHASE I TYPICAL SECTION
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16



WORK AREA

PHASE II TYPICAL SECTION
WASHINGTON STREET
STA. 0+48.47 TO STA. 18+14.16

R E V I S I O N S				R E V I S I O N S			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

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DRAWN BY ---
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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

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TTCP TYPICAL SECTIONS

Barry T. White, P.E.
State of Florida # 89071

FPID NO.: 447711-1-54-01
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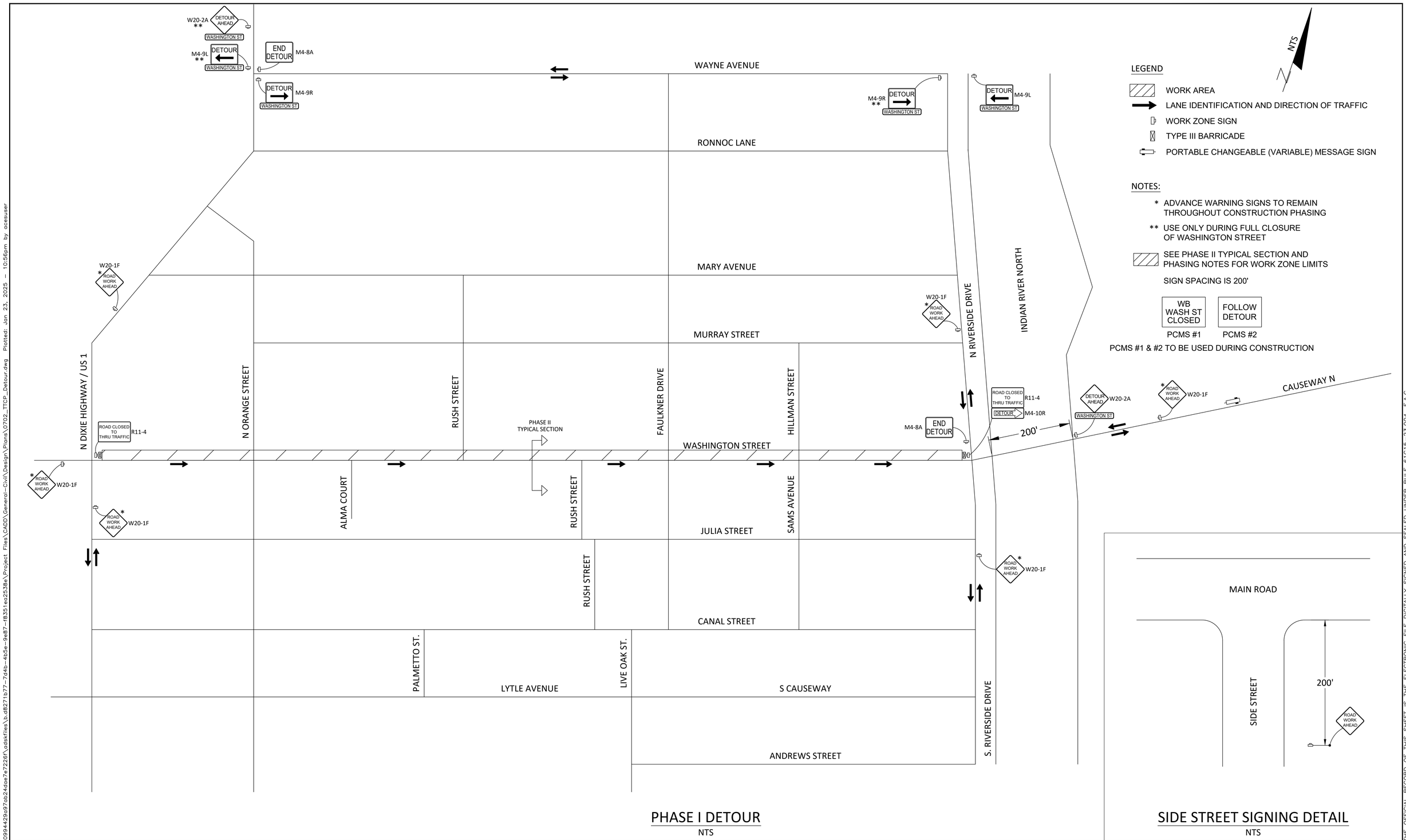

PHASE I DETOUR
NTS

SIDE STREET SIGNING DETAIL
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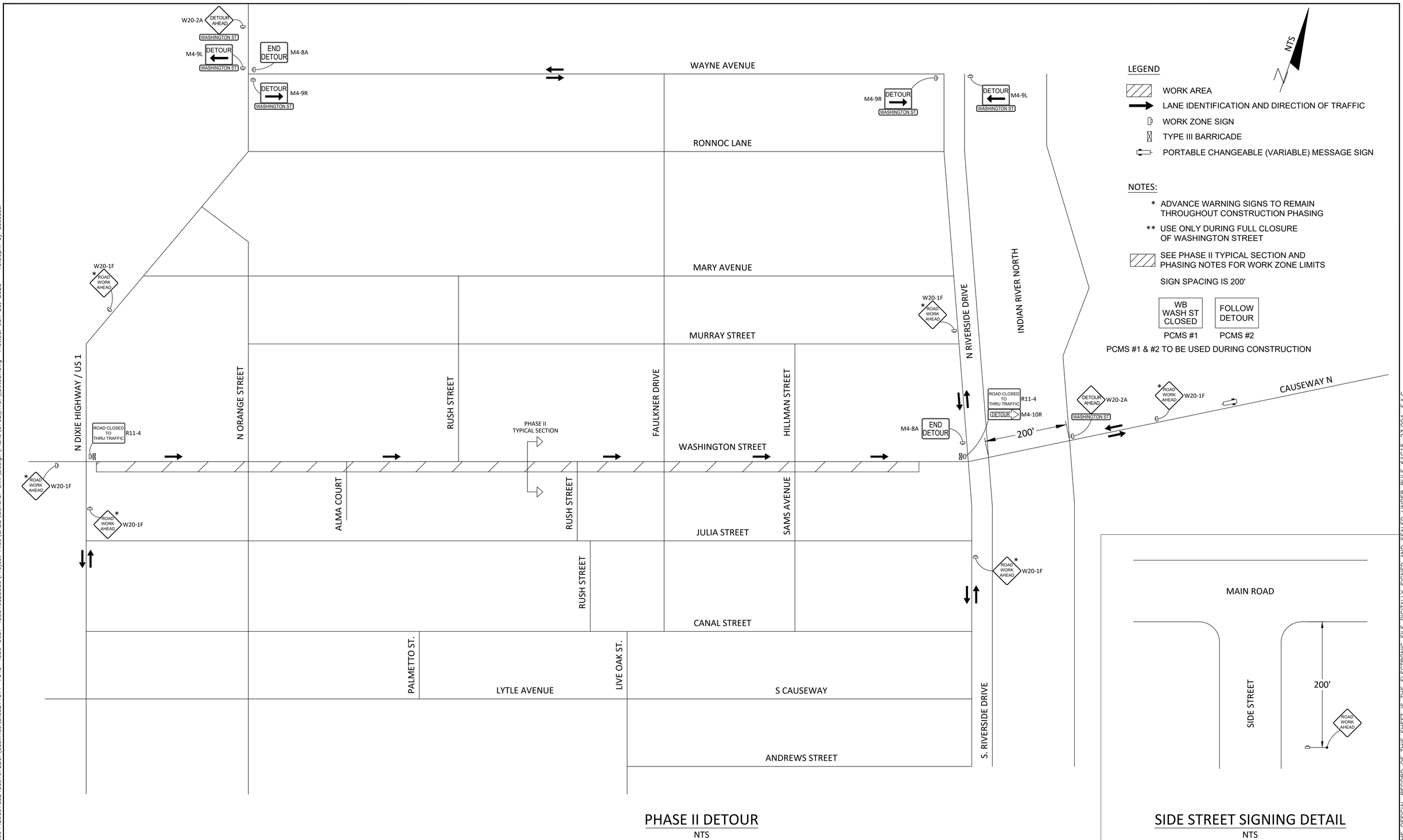

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ELECTRICAL SYMBOL LEGEND

BASIC MATERIALS

SYMBOL	DESCRIPTION
DEVICE ABBREVIATION TAGS:	
6C	POKE-THRU WITH 6" CORE DRILL
8C	POKE-THRU WITH 8" CORE DRILL
4G	FOUR-GANG FLOOR BOX
6G	SIX-GANG FLOOR BOX
8G	EIGHT-GANG FLOOR BOX
AV	DOUBLE DUPLEX RECEPTACLE WITH DEDICATED CIRCUIT FOR AV RACK OR CART
C	RECEPTACLE CONTROLLED PER ASHRAE 90.1 (2010); PROVIDE POWER PACK FOR RECEPTACLE CIRCUIT. TO BE CONTROLLED THROUGH LOCAL ROOM OCCUPANCY SENSOR(S); PROVIDE DEVICE WITH BLUE DOT OR UNIVERSAL POWER SYMBOL
ETR	EXISTING TO REMAIN
H	HOSPITAL GRADE
IG	ISOLATED GROUND (ORANGE DEVICE)
RL	RELOCATED
TR	TAMPER RESISTANT
TV	RECEPTACLE MOUNTED ADJACENT TO TV OUTLET, COORDINATE HEIGHT W/ ARCHITECT
U	DUPLEX RECEPTACLE WITH (2) USB PORTS
WP	WEATHERPROOF
S_a	SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
S_3	THREE-WAY SWITCH
S_4	FOUR-WAY SWITCH
S_K	SINGLE POLE KEY SWITCH
S_T	DIGITAL TIMER SWITCH W/ 5 MIN. WARNING FLASH
S_{OSab}	WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH, DUAL RELAY
S_{OS}	WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH
S_{VS}	WALL MOUNTED DUAL TECHNOLOGY VACANCY SENSOR SWITCH
$S_{D,OS}$	WALL MOUNTED DUAL TECHNOLOGY DIMMING/OCCUPANCY SENSOR SWITCH
S_{LV}	LOW VOLTAGE SWITCH
S_{LVO}	LOW VOLTAGE OVERRIDE SWITCH
S_{LVD}	LOW VOLTAGE OVERRIDE SWITCH WITH DIMMING
S_F	FAN SWITCH
S_M	MOTOR RATED SWITCH
S_D	DIMMER SWITCH, LINE VOLTAGE
PC	PHOTOCELL, MOUNTED ON ROOF FACING NORTH
	SINGLE RECEPTACLE
	DUPLEX RECEPTACLE
	TWO DUPLEX RECEPTACLES (QUAD) WITH COMMON COVERPLATE
	DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
	TWO DUPLEX RECEPTACLES (QUAD) WITH COMMON COVER MOUNTED ABOVE COUNTER
	DUPLEX RECEPTACLE; EACH RECEPTACLE ON SEPARATE CIRCUIT (PROVIDE BREAKER WITH 2-POLE COMMON TRIP HANDLE)
	SPLIT-WIRED CONTROLLED DUPLEX RECEPTACLE
	GFCI RECEPTACLE; "WP" INDICATES CAST METAL "IN-USE" WEATHERPROOF COVER, WEATHER-RESISTANT LISTED
	TWO GFCI DUPLEX RECEPTACLES (QUAD) WITH COMMON COVERPLATE
	GFCI RECEPTACLE MOUNTED ABOVE COUNTER
	DUPLEX RECEPTACLE, CEILING MOUNTED
	TWO DUPLEX RECEPTACLES (QUAD) WITH COMMON COVERPLATE, CEILING MOUNTED
	PEDESTAL MOUNTED DUPLEX RECEPTACLE
	FLOOR BOX WITH DUPLEX RECEPTACLE WITH APPROPRIATE FLANGE
	FLOOR BOX, TWO DUPLEX RECEPTACLES (QUAD) WITH APPROPRIATE FLANGE
	MULTI-SERVICE FLOOR BOX WITH DUPLEX RECEPTACLE, VOICE/DATA/AV DEVICES (REFER TO TECHNOLOGY DRAWINGS OR OWNER'S VENDOR DRAWINGS FOR LOW VOLTAGE REQUIREMENTS)
	MULTI-SERVICE FLOOR BOX WITH TWO DUPLEX RECEPTACLES (QUAD) , VOICE/DATA/AV DEVICES (REFER TO TECHNOLOGY DRAWINGS OR OWNER'S VENDOR DRAWINGS FOR LOW VOLTAGE REQUIREMENTS)
	MULTI-SERVICE POWER & DATA FLOOR BOX WITH FURNITURE FEED CONNECTION (REFER TO TECHNOLOGY DRAWINGS OR OWNER'S VENDOR DRAWINGS FOR LOW VOLTAGE REQUIREMENTS)
	SPECIAL PURPOSE RECEPTACLE, NEMA CONFIGURATION AS NOTED
	JUNCTION BOX WALL MOUNTED
J	JUNCTION BOX MOUNTED IN OR ABOVE CEILING OR IN STRUCTURE
GND	GROUND BUS BAR, COPPER
SPD	SURGE PROTECTIVE DEVICE
	MOTOR CONNECTION
MD	MOTORIZED DAMPER CONNECTION
VFD	VARIABLE FREQUENCY DRIVE
DDC	DIRECT DIGITAL CONTROL PANEL
BAS	BUILDING AUTOMATION SYSTEM CONTROL PANEL
LCP	LIGHTING CONTROL PANEL

SYMBOL	DESCRIPTION
MH	MANHOLE
PB	PULLBOX
HH	HANDHOLE
T	TRANSFORMER
ATS	AUTOMATIC TRANSFER SWITCH
30AR 3R NF	NEMA RATING; NEMA 1 UNLESS OTHERWISE NOTED NON-FUSED DISCONNECT SWITCH, RATING AS NOTED NF = NON-FUSED AR = AMPERE RATING OF SWITCH 4X SS = NEMA 4X STAINLESS STEEL ENCLOSURE
30AR 3R 20AF	NEMA RATING; NEMA 1 UNLESS OTHERWISE NOTED FUSED DISCONNECT AF = AMPERE RATING OF FUSE AR = AMPERE RATING OF SWITCH 4X SS = NEMA 4X STAINLESS STEEL ENCLOSURE
MCP AMPERE RATING 30/3 3R 0	# OF POLES NEMA RATING; NEMA 1 UNLESS OTHERWISE NOTED COMBINATION MAGNETIC MOTOR STARTER, SIZE AS NOTED, 3-POLE UNLESS OTHERWISE NOTED 4X SS = NEMA 4X STAINLESS STEEL ENCLOSURE NEMA STARTER SIZE
	SWITCHBOARD/ SWITCHGEAR/ DISTRIBUTION PANEL
	BRANCH CIRCUIT PANELBOARD, OVER 240 VOLTS, SURFACE MOUNTED
	BRANCH CIRCUIT PANELBOARD, OVER 240 VOLTS, FLUSH MOUNTED
	BRANCH CIRCUIT PANELBOARD, UNDER 240 VOLTS, SURFACE MOUNTED
	BRANCH CIRCUIT PANELBOARD, UNDER 240 VOLTS, FLUSH MOUNTED
	CONDUIT CONCEALED ABOVE CEILING OR IN WAL
	CONDUIT EXPOSED
	CONDUIT CONCEALED IN SLAB, UNDERGROUND OR UNDER FLOOR
	CONDUIT HOMERUN TO ELECTRICAL PANEL
UP	CONDUIT TURNING UP
DN	CONDUIT TURNING DOWN
	CONDUIT STUBBED OUT OR UP
	CONDUIT CONTINUED
	FLEXIBLE CONDUIT
	CONDUIT SEAL-OFF FITTING
	GROUND OR GROUND ROD AS NOTED
	EXISTING TO BE REMOVED (HEAVY, DASHED LINE)
	EXISTING TO REMAIN (LIGHT, SOLID LINE)
	NEW (HEAVY, SOLID LINE)

LIGHTING

SYMBOL	DESCRIPTION
	POLE TOP MOUNTED LED LIGHT FIXTURE

ABBREVIATIONS

A/C	AIR CONDITIONING
AC	ALTERNATING CURRENT
ABV CLG	ABOVE CEILING
ADA	AMERICANS WITH DISABILITIES ACT
AF	AMPERE FRAME
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AIC	AMPERE INTERRUPTING CAPACITY
AL	ALUMINUM
AMP	AMPERE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ASA	AMERICAN STANDARDS ASSOCIATION
AT	AMPERE TRIP
ATS	AUTOMATIC TRANSFER SWITCH
AUX	AUXILIARY
AWG	AMERICAN WIRE GUAGE
BC	BARE COPPER
BIL	BASIC IMPULSE LEVEL
BAS	BUILDING AUTOMATION SYSTEM
BMS	BUILDING MANAGEMENT SYSTEM
BRKR OR BKR	BREAKER
C	CONDUIT OR RACEWAY
CAB	CABINET
CKT	CIRCUIT
CB	CIRCUIT BREAKER
CBM	CERTIFIED BALLAST MANUFACTURERS
CATV	CABLE TELEVISION
CCTV	CLOSED CIRCUIT TELEVISION
CLEC	CLOCK EQUIPMENT CABINET
CLG	CEILING
CO	CONDUIT OR RACEWAY ONLY
COAX	COAXIAL CABLE
COND	CONDUCTOR
CONN	CONNECTION
CPU	CENTRAL PROCESSING UNIT
CRT	CATHODE RAY TERMINAL (VIDEO DISPLAY TERMINAL)
CT	CURRENT TRANSFORMER
CU	COPPER
CW	COLD WATER
DC	DIRECT CURRENT
DDC	DIRECT DIGITAL CONTROL
DEG	DEGREE
DF	DEMAND FACTOR
DISC	DISCONNECT
DISC SW	DISCONNECT SWITCH
DO	DRAW OUT
DN	DOWN
DPST	DOUBLE POLE SINGLE THROW
EDH	ELECTRIC DUCT HEATER
EMT	ELECTRIC METALLIC TUBING
EO	ELECTRICALLY OPERATED
EOL	END OF LINE
EOR	ENGINEER OF RECORD
ETR	EXISTING TO REMAIN
EWC	ELECTRIC WATER COOLER
FA	FIRE ALARM
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FATC	FIRE ALARM TERMINAL CABINET
FBC	FLORIDA BUILDING CODE
FCU	FAN COIL UNIT
FLA	FULL LOAD AMPERES
FM	FACTORY MUTUAL
FPU	FAN POWERED UNIT
FT	FEET
GF	GROUND FAULT
GFA	GROUND FAULT ALARM
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFR	GROUND FAULT RELAY
GND, G	GROUND
HP	HORSEPOWER
HOA	HAND-OFF-AUTOMATIC
HORIZ	HORIZONTAL
IBC	INTERNATIONAL BUILDING CODE
IC	INTERCOM
ICU	INTENSIVE CARE UNIT
IECC	INTERNATIONAL ENERGY CONSERVATION CODE
IEEE	INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
IES	ILLUMINATING ENGINEERING SOCIETY
IMC	INTERMEDIATE METAL CONDUIT
IN	INCHES
IPCEA	INSULATED POWER CABLE ENGINEERS ASSOCIATION
IT	INSTANTANEOUS TRIP
JB OR J-BOX	JUNCTION BOX
KCMIL	ONE THOUSAND CIRCULAR MILS
KV	KILOVOLT
KVA	KILOVOLT AMPERES
KW	KILOWATT
KWH	KILOWATT HOURS
LBS	POUNDS
LED	LIGHT EMITTING DIODE
LP	LIGHTNING PROTECTION
LT	LIGHT

ABBREVIATIONS (CONT.)

LTG	LIGHTING
LSIG	LONG TIME, SHORT TIME, INSTANTANEOUS, GROUND
LSIA	LONG TIME, SHORT TIME, INSTANTANEOUS, ALARM
LSI	LONG TIME, SHORT TIME, INSTANTANEOUS
MAX	MAXIMUM
MCA	MINIMUM CIRCUIT AMPS
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MDP	MAIN SERVICE DISTRIBUTION PANEL
MIC	MICROPHONE
MIN	MINIMUM
MLO	MAIN LUGS ONLY
MOCP	MAXIMUM OVERCURRENT PROTECTION
MSB	MAIN SERVICE SWITCHBOARD
MTD	MOUNTED
MTG	MOUNTING
MTR	MOTOR
MTS	MANUAL TRANSFER SWITCH
MUX	MULTIPLEX (TRANSPONDER) PANEL
MVA	MEGA VOLT AMPS
N	NEUTRAL
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NF	NON-FUSED
NL	NON-LINEAR
NO	NORMALLY OPEN OR NUMBER
OL	OVERLOAD
OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
P	POLE
PB	PULLBOX
PF	POWER FACTOR
PIV	POST INDICATOR VALVE
PNL	PANEL
PR	PAIR
PRI	PRIMARY
PT	POTENTIAL TRANSFORMER
PVC	POLYVINYLCHLORIDE
PWR	POWER
REC, RECEPT	RECEPTACLE
REF	REFRIGERATOR
RGS, GRC	RIGID GALVANIZED STEEL CONDUIT
RLA	RUNNING LOAD AMPERES
RMS	ROOT-MEAN-SQUARE
RPM	REVOLUTIONS PER MINUTE
RTU	ROOF TOP UNIT
SCA	SHORT CIRCUIT AMPERES
SD	SMOKE DETECTOR
SEC	SECONDARY
S/N	SOLID NEUTRAL
SPD	SURGE PROTECTIVE DEVICE
SPKR	SPEAKER
SPST	SINGLE POLE SINGLE THROW
SS	STAINLESS STEEL
SST	SOLID STATE TRIP
STD	SHORT TIME TRIP
SW	SWITCH
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
TEL	TELEPHONE
TTB	TELEPHONE TERMINAL BOARD
TTC	TELEPHONE TERMINAL CABINET
TVEC	TELEVISION EQUIPMENT CABINET
TYP	TYPICAL
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
UL	UNDERWRITERS LABORATORIES
UTIL	UTILITY
V	VOLT
VA	VOLTAMPERE
VAR	VOLT AMPERE REACTIVE
VAV	VARIABLE AIR VOLUME
VFD	VARIABLE FREQUENCY DRIVE
W	WIRE
WP	WEATHER PROOF
XFMR	TRANSFORMER
XFR	TRANSFER

ELECTRICAL DRAWING INDEX

SHEET	DESCRIPTION
E001	ELECTRICAL SYMBOLS, LEGEND AND INDEX
E002	ELECTRICAL GENERAL NOTES
E100	ELECTRICAL OVERALL PLAN
E101	ELECTRICAL PLANS - AREA 1
E102	ELECTRICAL PLANS - AREA 2
E103	ELECTRICAL PLANS - AREA 3
E104	ELECTRICAL PLANS - AREA 4
E105	ELECTRICAL PLANS - SERVICE LOCATION
E501	ELECTRICAL SCHEDULES & ONE-LINE DIAGRAM
E601	ELECTRICAL DETAILS
E602	ELECTRICAL CUTSHEETS

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
DRS	DRS	MMH	MMH

ELECTRICAL SYMBOLS, LEGEND AND INDEX

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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PROJECT NO.: 17.0213.002
SCALE: N.T.S
DATE: 07-02-2024
DRAWING: E001

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ELECTRICAL GENERAL NOTES

COORDINATION

1. VERIFY AND COORDINATE LOCATIONS OF ANY MISCELLANEOUS EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS (I.E., COPIERS, FAX MACHINES, PRINTERS, KITCHEN APPLIANCES, LAUNDRY APPLIANCES, PROJECTION SCREENS, SHOP TOOLS, MACHINE, ELEVATORS, ETC.) WITH APPROVED SHOP DRAWINGS, OWNER-PROVIDED CUT SHEETS, MANUFACTURER'S INSTRUCTIONS, AND EQUIPMENT NAMEPLATE INFORMATION, PRIOR TO ROUGH IN, AND PROVIDE ALL NECESSARY ELECTRICAL REQUIRED.

2. VERIFY AND COORDINATE LOCATIONS AND EXACT ELECTRICAL REQUIREMENTS FOR ALL MECHANICAL, PLUMBING AND FIRE PROTECTION EQUIPMENT PRIOR TO SUBMITTAL OF SHOP DRAWINGS OF ELECTRICAL EQUIPMENT. PROVIDE ALL NECESSARY RACEWAYS, CONDUCTORS, BOXES, EQUIPMENT, ACCESSORIES, ASSOCIATED DISCONNECT SWITCHES, CIRCUIT BREAKERS, CONTROL TRANSFORMERS, FIRE ALARM SHUTDOWN, ETC. REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM. COORDINATE WITH APPROPRIATE TRADE'S APPROVED SHOP DRAWINGS, MANUFACTURER'S INSTRUCTIONS, AND EQUIPMENT NAMEPLATE INFORMATION, PRIOR TO ROUGH IN, AND PROVIDE ALL NECESSARY ELECTRICAL REQUIRED, UNLESS NOTED OTHERWISE.

3. THIS PROJECT REQUIRES COORDINATION DRAWINGS BY THE CONTRACTOR. PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.

4. ALL WORK ON THE ELECTRICAL SYSTEM REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE COORDINATED WITH THE WORK OF ALL OTHER DIVISIONS/TRADES PRIOR TO COMMENCEMENT OF WORK. AVOID INTERFERENCES WITH THE PROGRESS OF OTHER DIVISIONS/TRADES.

5. WHERE WALLS ARE OF TILT-UP OR PRE-CAST CONSTRUCTION, PROVIDE COORDINATION FOR EXACT DIMENSIONS AND OPENINGS REQUIRED FOR ALL ELECTRICAL COMPONENTS INSTALLED WITHIN SUCH WALLS DURING THE SHOP DRAWING REVIEW PROCESS OF THE WALLS, PRIOR TO CONSTRUCTION OF THE WALLS.

6. LOCATIONS OF VFD'S, DISCONNECTS, MOTOR STARTERS, ETC. FOR HVAC EQUIPMENT ARE DIAGRAMMATIC ON THE PLAN DRAWINGS. EXACT LOCATIONS ARE TO BE COORDINATED WITH CONTRACTOR'S COORDINATION DRAWINGS PRIOR TO ROUGH-IN TO ENSURE PROPER NEC CLEARANCES AND APPROPRIATE MOUNTING SURFACE.

7. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING, FIRE PROTECTION, CIVIL, LANDSCAPE, INTERIOR DESIGN, TECHNOLOGY, STRUCTURAL, AND VENDOR EQUIPMENT DRAWINGS FOR RELATED INFORMATION AND ADDITIONAL INSTALLATION REQUIREMENTS TO BE PERFORMED AS PART OF THE WORK.

8. WHERE A DISCREPANCY OR CONFLICT IS FOUND BETWEEN ONE DRAWING AND ANOTHER, OR BETWEEN A DRAWING AND APPLICABLE SPECIFICATIONS, NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY IN WRITTEN FORM. IN GENERAL, THE MOST STRINGENT REQUIREMENT SHALL GOVERN UNLESS THE DISCREPANCY CONFLICTS WITH APPLICABLE CODES OR OWNER'S DESIGN STANDARDS, WHEREIN THE CODE OR OWNER'S DESIGN STANDARDS SHALL GOVERN.

9. CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND/OR SITE AFFECTED BY THIS WORK PRIOR TO SUBMITTING BID PRICE, SO AS TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND DIFFICULTIES THAT MAY AFFECT EXECUTION OF THE WORK. SUBMISSION OF A BID PRICE SHALL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE. LATER CLAIMS FOR LABOR, EQUIPMENT AND/OR MATERIALS REQUIRED DUE TO DIFFICULTIES ENCOUNTERED THAT COULD HAVE BEEN REASONABLY OBSERVED WILL NOT BE RECOGNIZED.

10. COORDINATE ALL PROJECT SCHEDULING AND PHASING REQUIREMENTS WITH ARCHITECT/ENGINEER AND OWNER PRIOR TO SUBMITTING BID PRICE. THIS PROJECT MAY REQUIRE PHASING SEQUENCES AND POTENTIAL PREMIUM TIME WORK AND ALL COSTS FOR SUCH SHALL BE INCLUDED IN THE BID PRICE. PROVIDE ADEQUATE WORK FORCE AND EQUIPMENT, AND INCLUDE PREMIUM TIME AS MAY BE REQUIRED IN ORDER TO ADHERE TO THE PROJECT SCHEDULE. ADDITIONALLY, ENSURE THAT LONG LEAD ITEMS DO NOT IMPACT THE PROJECT'S SCHEDULE OR PHASING.

11. ANY TEMPORARY INTERRUPTION OF POWER REQUIRED FOR THE SYSTEM TIE-IN OR SWITCHOVER FOR ANY PORTION OF THE ELECTRICAL SYSTEM SHALL BE PRE-APPROVED IN WRITING BY THE OWNER AND SCHEDULED IN ADVANCE.

12. COORDINATE EXACT REQUIREMENTS WITH THE LOCAL UTILITY COMPANIES AND PROVIDERS (ELECTRIC, TELEPHONE, CABLE TV, ETC.) AND INCLUDE ALL COSTS FOR PROVIDING TEMPORARY AND PERMANENT SERVICES REQUIRED FOR THIS PROJECT IN THE BID PRICE. BID PRICE SHALL INCLUDE, BUT NOT BE LIMITED TO, EXCAVATION, RACEWAYS, BACKFILL, EQUIPMENT, EQUIPMENT PADS, BACKBOARDS, METERS, GROUNDING, UTILITY ENGINEERING AND IMPACT FEES.

13. CONDUCT WORK OPERATIONS AND DEBRIS REMOVAL IN A MANNER THAT ENSURES MINIMUM INTERFERENCE WITH NORMAL BUSINESS OPERATIONS, TRAFFIC, PARKING, ETC. ONGOING IN ADJACENT OCCUPIED SPACES OR FACILITIES. PROVIDE ALL THAT IS REQUIRED TO EFFECTIVELY PROTECT SURROUNDING OCCUPANTS, EQUIPMENT, FINISHES, FURNITURE, ETC. FROM DAMAGE OR EXCESSIVE NOISE THROUGHOUT THE DURATION OF THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR ANY LOSSES OR ANY DAMAGE RESULTING FROM THE FAILURE TO ADHERE TO THIS REQUIREMENT. RESTORE DAMAGED ELEMENTS TO ORIGINAL CONDITION TO THE SATISFACTION OF THE ARCHITECT/ENGINEER AND OWNER, AT NO ADDITIONAL COSTS. REPORT OF ANY SUCH OCCURRENCE TO THE ARCHITECT/ENGINEER AND OWNER IMMEDIATELY AND AWAIT WRITTEN DIRECTION PRIOR TO PROCEEDING WITH REPAIRS.

14. COORDINATE THE LOCATION OF ALL LIGHT FIXTURES, DEVICES AND BOXES WITH WINDOWS, MIRRORS, MILLWORK, CABINETS, GLASS CURTAIN WALLS, AND GLASS WALLS PRIOR TO INSTALLATION OF CONDUITS OR BOXES. REVIEW ALL CONTRACT DRAWINGS TO ASCERTAIN ANY CONFLICTS PRIOR TO BIDDING. OBTAIN CLARIFICATION FROM THE ARCHITECT/ENGINEER PRIOR TO BID. CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION FOR WORK REQUIRED TO RELOCATE OUTLET BOXES OR RACEWAYS FOR COORDINATION WITH OTHER TRADE'S WORK.

IDENTIFICATION

1. PROVIDE TYPED PANEL DIRECTORIES FOR ALL NEW PANELBOARDS, AND EXISTING PANELBOARDS AFFECTED BY THIS PROJECT. DIRECTORIES SHALL REFLECT PROJECT AS- BUILT CONDITIONS FOR ALL BRANCH CIRCUITS. DIRECTORIES SHALL INCLUDE WHERE EACH PANEL IS FED FROM. ADDITIONALLY, EACH BRANCH CIRCUIT LOAD DESCRIPTION SHALL INCLUDE THE ROOM NUMBER(S) FOR EACH LOAD (I.E., RECEPTACLES-RM3, 501,503). ROOM NUMBERS SHALL BE BASED ON ACTUAL ROOM SIGNAGE INSTALLED IN FIELD. COORDINATE EXACT ROOM NUMBERS WITH ARCHITECT/ENGINEER AND OWNER PRIOR TO COMPLETION OF PANEL DIRECTORIES.

2. PROVIDE ENGRAVED PLASTIC LAMINATE NAME TAGS ON EACH SWITCHBOARD, SWITCHGEAR, DISTRIBUTION PANEL, PANELBOARD, MOTOR CONTROL CENTER, SAFETY SWITCH, ENCLOSED CIRCUIT BREAKER, CABINET, STEP-DOWN TRANSFORMER, TRANSFER SWITCH, ETC., AND ANY OTHER MAJOR COMPONENT OF THE ELECTRICAL SYSTEM.

3. PROVIDE ENGRAVED PLASTIC LAMINATE NAME TAGS FOR EACH DISTRIBUTION BREAKER OR BRANCH CIRCUIT BREAKER IN SWITCHGEAR, SWITCHBOARDS, MOTOR CONTROL CENTERS AND OTHER DISTRIBUTION EQUIPMENT. NAME TAG SHALL INCLUDE LOAD DESCRIPTION AND ROOM NUMBER FOR EACH LOAD.

4. ARC FLASH DANGER/WARNING LABELS SHALL BE APPLIED TO SWITCHBOARD, PANELBOARDS, AND EQUIPMENT CONTROLLERS PER NEC.

5. PROVIDE LABELS ON THE INSIDE OF EACH DEVICE COVERPLATE, IDENTIFYING THE PANEL(S)/ CIRCUIT NUMBER(S) DEVICE IS CONNECTED TO.

6. PROVIDE NEATLY, HANDWRITTEN IDENTIFICATION ON THE EXTERIOR COVER OF ALL JUNCTION BOXES, PULLBOXES AND WIREWAYS, IDENTIFYING THE PANEL(S)/ CIRCUIT NUMBER(S) CONTAINED WITHIN.

7. PROVIDE A PERMANENT SIGN ON THE MAIN ELECTRICAL ROOM DOOR TO THE BUILDING STATING THAT THE MAIN SERVICE DISCONNECTING MEANS IS LOCATED INSIDE.

8. PROVIDE A PERMANENT LABEL ON ALL PANELBOARDS, SWITCHBOARDS, SWITCHGEAR, MOTOR CONTROL CENTERS AND DISTRIBUTION PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED. LOCK- OUT TAG-OUT REQUIRED".

9. PROVIDE REQUIRED IDENTIFICATION PER ANSI STANDARDS, NEC REQUIREMENTS, AND OWNER'S PUBLISHED DESIGN STANDARDS WHERE APPLICABLE.

10. PROVIDE ENGRAVED PHENOLIC LABEL ON ALL NEW SERVICE EQUIPMENT TO INDICATE THE MAXIMUM AVAILABLE FAULT CURRENT AND THE DATE THE FAULT CURRENT CALCULATION WAS PERFORMED. PROVIDE LABEL ON ALL EXISTING SERVICE EQUIPMENT WHEN MODIFICATIONS OCCUR THAT AFFECT THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SERVICE.

11. PROVIDE ARC FLASH HAZARD ANALYSIS PER NFPA 70E FOR ANY EQUIPMENT INCLUDED WITHIN THE SCOPE OF WORK. INCIDENT ENERGY VALUES SHALL BE INCLUDED ON THE ARC FLASH WARNINGLABELS FOR EACH EQUIPMENT .

GENERAL REQUIREMENTS

1. THE DRAWINGS AND APPLICABLE SPECIFICATIONS SHALL BE CONSIDERED SUPPLEMENTARY. ONE TO THE OTHER AND ARE CONSIDERED THE "CONTRACT DOCUMENTS". ALL WORKMANSHIP, METHODS AND/OR MATERIALS DESCRIBED OR IMPLIED BY ONE AND NOT DESCRIBED OR IMPLIED BY THE OTHER SHALL BE PROVIDED, FURNISHED OR PERFORMED AS IF IT HAD APPEARED IN BOTH SECTIONS. THE TERM "CONTRACT DOCUMENTS" DESCRIBED HEREIN IS NOT LIMITED SOLELY TO THE ELECTRICAL PORTION OF THE DRAWINGS AND SPECIFICATIONS, BUT ENCOMPASSES THE DRAWINGS AND SPECIFICATIONS OF ALL DIVISIONS AS A WHOLE.

2. THE DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO SHOW EVERY DETAIL OF CONSTRUCTION, METHODS, MATERIALS AND EQUIPMENT, OR EXACT LOCATIONS, ROUTING, ETC. THEY INDICATE THE RESULT TO BE ACHIEVED BY THE ASSEMBLAGE OF SEVERAL SYSTEMS FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM. DO NOT SCALE THE CONTRACT DOCUMENTS. COORDINATE EXACT EQUIPMENT LOCATIONS WITH THE ARCHITECTURAL, CIVIL AND STRUCTURAL CONTRACT DOCUMENTS, AS WELL AS FIELD CONDITIONS, APPROVED SHOP DRAWINGS AND WORK OF ALL OTHER DIVISIONS/TRADES.

3. THE TERM "PROVIDE" USED IN THE CONTRACT DOCUMENTS INDICATES TO FURNISH AND INSTALL MATERIALS REQUIRED FOR CORRECT INSTALLATION OF A COMPLETE SYSTEM, UNLESS SPECIFICALLY NOTED OTHERWISE

4. UNLESS NOTED AS EXISTING, ALL ELECTRICAL INDICATED ON THE CONTRACT DOCUMENTS SHALL BE NEW, SHALL BE U.L. LISTED, AND SHALL BEAR A U.L. LABEL. WHERE NO U.L. LABEL OR LISTING IS AVAILABLE, THE MATERIAL SHALL BE LISTED WITH AN APPROVED, NATIONALLY RECOGNIZED ELECTRICAL TESTING AGENCY.
1.

5. PROVIDE EXPERIENCED, QUALIFIED AND RESPONSIBLE SUPERVISION FOR ALL WORK REQUIRED BY THE CONTRACT DOCUMENTS. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, TO THE SATISFACTION OF THE ARCHITECT/ENGINEER AND OWNER.

6. CARRY ALL INSURANCE REQUIRED TO PROTECT AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FORTHE DURATION OF THIS PROJECT.

7. GUARANTEE ALL MATERIALS AND WORKMANSHIP ARE FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE ARCHITECT/ENGINEER AND OWNER, UNLESS NOTED OTHERWISE IN DIVISION 1. AT NO ADDITIONAL COSTS, PROVIDE THE CORRECTION OF ANY DEFECTS INCLUDING REPAIR OR REPLACEMENT.

8. INCLUDE ALL COSTS ASSOCIATED WITH PERMITS, LICENSES, FEES, INSPECTIONS, TESTING AND TEMPORARY POWER IN THE BID PRICE, UNLESS NOTED OTHERWISE.

9. IF HAZARDOUS MATERIALS ARE ENCOUNTERED, COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND GUIDELINES CONCERNING REMOVAL, HANDLING, DISPOSAL AND PROTECTION AGAINST ENVIRONMENTAL EXPOSURE OR POLLUTION. PROVIDE DOCUMENTATION OF SAID COMPLIANCE.

10. PROVIDE ELECTRONIC SUBMITTALS (PRODUCT DATA & SHOP DRAWINGS) FOR EACH MAJOR COMPONENT OF THE ELECTRICAL SYSTEM FOR REVIEW BY THE ARCHITECT/ENGINEER AND OWNER. MAJOR COMPONENTS INCLUDE, BUT ARE NOT LIMITED TO, RACEWAYS, BOXES, WIRE AND CABLE, EQUIPMENT, DEVICES, LIGHT FIXTURES, SWITCHGEAR, PANELBOARDS, CIRCUIT BREAKERS, SAFETY SWITCHES, FIRE ALARM SYSTEM, ETC. ALL SUBMITTALS ARE TO BE REVIEWED AND APPROVED BY THE CONTRACTOR FOR CONFORMANCE WITH THE PROJECT REQUIREMENTS PRIOR TO SUBMITTING TO THE ARCHITECT/ENGINEER. ALLOW A MINIMUM OF TEN (10) BUSINESS DAYS FOR REVIEW BY ARCHITECT/ENGINEER, UNLESS NOTED OTHERWISE IN DIVISION 1

11. THE ELECTRICAL PORTION OF THE CONTRACT DOCUMENTS ARE COORDINATED WITH THE DESIGN BASIS EQUIPMENT SPECIFIED BY DIVISION 26 AND OTHER DIVISIONS. WHERE THE CONTRACTOR ELECTS TO SUBSTITUTE A PRODUCT IN LIEU OF PROVIDING THE DESIGN BASIS, AND SAID SUBSTITUTION IS ACCEPTED BY THE ARCHITECT/ENGINEER AND OWNER, THE CONTRACTOR SHALL MAKE ALL CORRECTIONS TO THE ELECTRICAL SYSTEM NECESSARY IN ORDER TO ENSURE A COMPLETE AND OPERATIONAL INSTALLATION OF THE EQUIPMENT AT NO ADDITIONAL COSTS. WHERE THE CONTRACTOR'S DESIGN SUBSTITUTION RESULTS IN THE NEED FOR THE ENGINEER TO REVISE THE CONTRACT DOCUMENTS, THE ENGINEER RESERVES THE RIGHT TO REQUEST COMPENSATION FROM THE CONTRACTOR FOR SAID SERVICES.

12. MAINTAIN A CURRENT AND ACCURATE SET OF PROJECT RECORD DOCUMENTS (AS-BUILTS) AT THE SITE THROUGHOUT THE DURATION OF THE PROJECT. RECORD DRAWINGS SHALL BE UPDATED EACH DAY TO REFLECT THE ACTUAL LOCATIONS, SIZES, ROUTING, ETC. OF EACH PORTION OF THE ELECTRICAL SYSTEM AFFECTED BY THIS WORK. A FINAL SET OF RECORD DOCUMENTS SHALL BE ISSUED TO THE ARCHITECT/ ENGINEER FOR REVIEW AND THEN SUBMITTED TO THE OWNER WITHIN 30 DAYS AFTER THE DATE OF FINAL ACCEPTANCE. PROVIDE RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING SINGLE LINE DIAGRAM, POWER RISER DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM, SITE PLANS AND ALL ELECTRICAL FLOOR PLANS, DETAILS, PANEL SCHEDULES, ETC.

13. PROVIDE AN OPERATING AND MAINTENANCE MANUAL TO OWNER PRIOR TO THE FINAL ACCEPTANCE. THE MANUAL SHALL INCLUDE, AS A MINIMUM, (1) SUBMITTAL DATA STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. ALSO PROVIDE TWO OPERATIONS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS AND METHOD OF OPERATION FOR EQUIPMENT SHALL BE CLEARLY IDENTIFIED, AND THE NAME, PHONE NUMBER AND ADDRESS OF AT LEAST ONE QUALIFIED SERVICE AGENCY.

14. INCLUDE ALL COSTS FOR EXCAVATION, SAW CUTTING, DIRECTIONAL BORING, CORE DRILLING, BACKFILLING, SURFACE RESTORATION, REPAIR OF FINISHES, ETC. THAT IS REQUIRED IN ORDER TO MEET THE PROJECT REQUIREMENTS.

15. INCLUDE IN BID ALL COSTS ASSOCIATED WITH TEMPORARY ELECTRICAL SERVICE AS REQUIRED FOR USE BY ALL TRADES DURING CONSTRUCTION. REMOVE TEMPORARY POWER AT THE COMPLETION OF THE PROJECT. OBTAIN AND PAY FOR ALL REQUIRED PERMITS FOR TEMPORARY POWER. ENGINEER OF RECORD SHALL BE PROVIDED WITH ADDITIONAL COMPENSATION FROM THE CONTRACTOR WHERE SIGNED & SEALED DRAWINGS ARE REQUESTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD IF REQUIRED BY THE AHJ FOR THE TEMPORARY POWER.

16. LOCATE, IDENTIFY, PROTECT AND DOCUMENT ALL UTILITY LINES LOCATED WITHIN THE PROJECT BOUNDARY. FOR LOCATING SITE UTILITIES, CONTACT ALL LOCAL MUNICIPALITIES AND UTILITIES AT LEAST 48 HOURS PRIOR TO DIGGING.

17. INCLUDE IN BID THE TRANSPORT AND DISPOSAL OR RECYLING OF ALL WASTE MATERIALS GENERATED BY THIS PROJECT IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND GUIDELINES APPLICABLE. COMPLY FULLY WITH ALL APPLICABLE STATUTES REGARDING MERCURY-CONTAINING DEVICES, AND WITH ALL LOCAL, STATE AND FEDERAL APPLICABLE GUIDELINES AT THE TIME OF DISPOSAL. PROVIDE OWNER WITH WRITTEN CERTIFICATION OF ACCEPTED DISPOSAL.

18. PROVIDE A COMPLETE UL LISTED LIGHTNING PROTECTION SYSTEM WITH A MASTER LABEL FOR THE ENTIRE FACILITY PER THE REQUIREMENTS OF NFPA 780, AND THE DIVISION 26 SPECIFICATIONS, UNLESS NOTED OTHERWISE. LIGHTNING PROTECTION SYSTEM SHALL INCLUDE BURIED COUNTERPOISE, UNLESS NOTED OTHERWISE.

CONDUCTORS

1. ALL WIRE SHALL BE SIZED AS SHOWN ON THE DRAWINGS. IF NO WIRE SIZE IS SHOWN, THEN WIRE SHALL BE #12 AWG.

2. BRANCH CIRCUITS SHALL BE INCREASED IN SIZE AS REQUIRED TO COMPENSATE FOR VOLTAGE DROP FROM LENGTH OF CIRCUIT DUE TO FIELD ROUTING. FINAL INSTALLATION SHALL NOT EXCEED A MAXIMUM OF 3% VOLTAGE DROP FOR BRANCH CIRCUITS. REFER TO VOLTAGE DROP TABLE BELOW FOR CONDUCTOR SIZES FOR BRANCH CIRCUITS AS FOLLOWS:
   A. 120V, 20A CIRCUITS SHALL BE:
      i. #12 FROM 0-70 FT
      ii. #10 FROM 71-115FT
      iii. #8 FROM 116-180FT
   B. 277V, 20A CIRCUITS SHALL BE:
      i. #12 FROM 0-140FT
      ii. #10 FROM 141-220FT
      iii. #8 FROM 221-350FT
   ANYTHING LONGER THAN THE ABOVE SHALL BE SUBMITTED TO THE ENGINEER WITH CALCULATIONS FOR APPROVAL.

3. ALL CONDUCTORS IN CABINETS MUST BE CAREFULLY FORMED AND HARNESSED SO THAT EACH CONDUCTOR DROPS OFF DIRECTLY OPPOSITE TO TERMINAL.

4. ALL WIRE SIZES ARE BASED ON AMPACITIES FOR 60 DEG F TEMPERATURE RATING FROM 0-100A AND 75 DEG. F TEMPERATURE RATING LISTED IN NEC FOR 100A AND ABOVE.

5. ALL CONDUCTORS SHALL BE COPPER, THHN/THWN; SOLID FOR #10 AWG AND SMALLER; STRANDED FOR #8 AWG AND LARGER.

6. CONDUCTORS USED IN WET LOCATIONS, INCLUDING BUT NOT LIMITED TO UNDERGROUND CONDUITS/DUCTBANKS AND EXTERIOR CONDUITS SHALL COMPLY WITH NEC 310.10 AND BE LISTED FOR USE IN WET LOCATIONS.

7. ALL POWER CIRCUITS HAVE BEEN DESIGNED TO MEET 2% OR LESS VOLTAGE DROP FOR FEEDERS, AND 3% OR LESS VOLTAGE DROP FOR BRANCH CIRCUITS.

GROUNDING

1. FIRE PROTECTION PIPING SHALL NOT BE USED FOR GROUNDING.

2. ALL FEEDERS AND BRANCH CIRCUITS SHALL INCLUDE AN EQUIPMENT GROUND CONDUCTOR. METAL RACEWAYS SHALL NOT BE USED AS THE SOLE EQUIPMENT GROUND.

3. WHERE A PHASE CONDUCTOR IS INCREASED IN SIZE DUE TO VOLTAGE DROP, THE EQUIPMENT GROUND CONDUCTOR SHALL BE INCREASED IN SIZE PROPORTIONATELY.

4. PROVIDE A GROUND BUS BAR IN EACH ELECTRICAL ROOM AND TELECOMMUNICATIONS / IDF/ MDF ROOM FOR ALL NEW CONSTRUCTION AND NEW ROOMS IN EXISTING CONSTRUCTION, AND IN EXISTING CONSTRUCTION WHERE THERE IS NONE INSTALLED WITHIN AN EXISTING ROOM.

ELECTRICAL EQUIPMENT

1. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED. ALL COMPONENTS OF THE ELECTRICAL SYSTEM LOCATED OUTDOORS OR INDOORS WHERE EXPOSED TO SIGNIFICANT MOISTURE SHALL BE WEATHERPROOF, NEMA 3R, AS A MINIMUM, WHETHER INDICATED ON THE CONTRACT DRAWINGS OR NOT.

2. TERMINATION PROVISIONS FOR ALL ELECTRICAL EQUIPMENT (PANELBOARDS, SWITCHBOARD, TRANSFORMERS, DISCONNECT SWITCHES, MOTOR CONTROLLERS, AUTOMATIC TRANSFER SWITCHES, ENCLOSED CIRCUIT BREAKERS, BUSWAYS, ETC.) SHALL BE LISTED AND IDENTIFIED FOR USE WITH MINIMUM 75 DEG. F CONDUCTORS IN ACCORDANCE WITH NEC.

3. WORKING CLEARANCES FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC.

4. THE ELECTRICAL DEDICATED EQUIPMENT SPACE EXTENDING FROM FLOOR TO 6' ABOVE ELECTRICAL EQUIPMENT OR TO THE STRUCTURAL CEILING, WHICHEVER DISTANCE IS LOWER, WITH A WIDTH AND DEPTH OF THE PANELBOARD OR SWITCHBOARD MUST BE CLEAR OF ALL PIPING, DUCTS, ARCHITECTURAL APPURTENANCES AND OTHER EQUIPMENT FOREIGN TO THE ELECTRICAL INSTALLATION IN ACCORDANCE WITH NEC.

5. PROVIDE A REINFORCED CONCRETE PAD, SIZED 4" LARGER IN ALL DIRECTIONS THAN THE FOOTPRINT OF THE EQUIPMENT, AND 4" HIGH, FOR ALL FREESTANDING, FLOOR-MOUNTED ELECTRICAL EQUIPMENT. PROVIDE VIBRATION ISOLATORS AND/OR ANCHORS PER MANUFACTURER'S INSTRUCTIONS.

6. PROVIDE HACR RATED CIRCUIT BREAKER FOR ALL HVAC EQUIPMENT.

7. ALL PANELBOARDS OR DISCONNECT SWITCHES LOCATED IN KITCHEN AREAS SHALL BE STAINLESS STEEL (COVER AND DOOR WHERE PANEL IS FLUSH MOUNTED; PANEL BOX, COVER & DOOR WHERE SURFACE MOUNTED).

8. PROVIDE SURGE PROTECTION DEVICE FOR ALL MAIN SERVICE EQUIPMENT, PANELBOARDS SERVING SENSITIVE ELECTRONIC EQUIPMENT (DATA RACKS) OR COMPUTERS, EMERGENCY SWITCHBOARDS AND PANELBOARDS, LIGHTING PANELS SERVING EXTERIOR LIGHTING, POWER CIRCUITS OR LOW VOLTAGE (FIRE ALARM, TELECOMMUNICATIONS) EXITING THE BUILDING. PROVIDE MINIMUM 30A/3P BREAKER IN BRANCH CIRCUIT PANELBOARDS AND 60A/3P IN DISTRIBUTION PANELBOARDS OR SWITCHBOARDS, UNLESS NOTED OTHERWISE, OR PER THE SPD MANUFACTURER'S RECOMMENDATIONS FOR SURGE PROTECTION DEVICE.

9. PROVIDE ARC ENERGY REDUCING MAINTENANCE SWITCH FOR ANY BREAKER RATED (OR ABLE TO BE ADJUSTED TO) 1200A OR HIGHER UNLESS OTHER ARC ENERGY REDUCTION MEANS MEETING NEC 240.87 IS INDICATED ON DRAWINGS/SPECIFICATIONS OR OTHERWISE PROVIDED.

ELECTRICAL DEVICES OUTLET BOXES, JUNCTION BOXES

1. LIGHT SWITCHES SHALL BE MOUNTED 48 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS NOTED OTHERWISE.

2. RECEPTACLES, VOICE/DATA OUTLETS AND WALL FURNITURE FEEDS SHALL BE MOUNTED 18 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS NOTED OTHERWISE. ABOVE COUNTER RECEPTACLES SHALL BE MOUNTED 6" ABOVE BACK SPLASH TO CENTERLINE OF DEVICE, UNLESS NOTED OTHERWISE.

3. IT IS THE INTENT THAT ALL DEVICE OUTLET BOXES (POWER AND SYSTEMS) BE FLUSH MOUNTED IN WALLS, CEILINGS OR FLOORS, AND JUNCTION BOXES FLUSH MOUNTED IN WALLS, CEILINGS, OR FLOORS, OR CONCEALED ABOVE ACCESSIBLE CEILINGS, AND NOT SURFACE MOUNTED, UNLESS SPECIFICALLY NOTED ON THE CONTRACT DRAWINGS, OR UNLESS THE ARCHITECT/ENGINEER GRANTS WRITTEN PERMISSION.

4. ALL COMPONENTS OF THE ELECTRICAL SYSTEM (INCLUDE RACEWAYS, ELECTRICAL EQUIPMENT, OUTLET BOXES, JUNCTION BOXES, ETC.) LOCATED IN A HAZARDOUS (CLASSIFIED) LOCATION SHALL BE APPROVED FOR USE IN SAID LOCATION, AS DEFINED BY THE NEC, WHETHER INDICATED ON THE CONTRACT DOCUMENTS OR NOT.

5. ALL DEVICES SHALL BE MOUNTED VERTICALLY, UNLESS NOTED OTHERWISE.

6. ALL RECEPTACLES SHALL BE MOUNTED SUCH THAT THE GROUND PIN IS MOUNTED UP.

7. WHERE DEVICES ARE SHOWN IN WALLS BACK-TO-BACK ON OPPOSITE SIDES, INSTALL SO THAT THEY ARE SEPARATED BY AT LEAST 12".

8. RECEPTACLES OR JUNCTION BOXES FOR ELECTRIC WATER COOLERS AND VENDING MACHINES SHALL BE LOCATED DIRECTLY BEHIND SAID APPLIANCE, CONCEALED FROM DIRECT VIEW. RECEPTACLES AND/OR HARD WIRED EQUIPMENT CONNECTIONS SHALL BE PROTECTED BY A READILY ACCESSIBLE GFCI FEED- THRU DEVICE LOCATED IMMEDIATELY ADJACENT TO THE APPLIANCE OR BE PROTECTED BY GFCI BREAKER IN THE PANELBOARD. ALL GFCI DEVICES MUST BE READILY ACCESSIBLE PER THE NEC.

9. ALL EXTERIOR RECEPTACLES OR RECEPTACLES LOCATED IN AREAS SUBJECT TO MOISTURE (PARKING GARAGE, WASHDOWN AREAS IN KITCHEN, ETC) SHALL BE GFCI TYPE. ALL EXTERIOR RECEPTACLES SHALL WE PROVIDED WITH CAST METAL, IN-USE COVER UNLESS NOTED OTHERWISE.

10. ALL RECEPTACLES LOCATED IN KITCHENS, BATHROOMS, MECHANICAL ROOMS, JANITOR CLOSETS, ELEVATOR SHAFTS, ELEVATOR EQUIPMENT ROOMS, FOR ELEVATOR SUMP PUMP(S) OR INSTALLED WITHIN 6' OF THE INSIDE FACE OF A SINK, SHALL BE GFCI TYPE OR GFCI PROTECTED.

11. ALL RECEPTACLES LOCATED IN CHILD-CARE FACILITIES, DWELLING UNITS, HOTEL/MOTEL GUEST ROOMS, PEDIATRIC CLINICS OR PEDIATRIC CAREA AREAS, AND OTHER AREAS AS EQUIRED BY NEC AND LOCAL CODE REQUIREMENTS SHALL BE TAMPER RESISTANT.

12. WHEN ELECTRICAL BOXES ARE LOCATED IN VERTICAL FIRE-RESISTIVE ASSEMBLIES, THEY SHALL BE INSTALLED WITHOUT AFFECTING THE FIRE CLASSIFICATION. ALL OF THE FOLLOWING CONDITIONS SHALL BE MET:
   A. ALL ELECTRICAL BOXES SHALL BE METALLIC.
   B. BOX OPENING SHALL OCCUR ONLY ON ONE SIDE OF FRAMING SPACE.
   C. BOX OPENING SHALL NOT EXCEED 16 SQUARE INCHES.
   D. ALL CLEARANCES BETWEEN OUTLET BOX AND GYPSUM BOARD SHALL BE COMPLETELY FILLED WITH JOINT COMPOUND (OR OTHER APPROVED MATERIAL).
   E.PROVIDE A WALL AROUND OUTLETS LARGER THAN 16 SQUARE INCHES. THE INTEGRITY OF THE WALL RATING SHALL BE MAINTAINED.
   F. THE TOTAL AGGREGATE SURFACE AREA OF THE BOXES SHALL NOT EXCEED 100 SQUARE INCHES PER 100 SQUARE FEET.
   G.OUTLET BOXES LOCATED ON OPPOSITE SIDES OF FIRE RESISTIVE ASSEMBLIES SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24 INCHES.
   H.OUTLET BOXES SHALL BE SECURELY FASTENED TO WALL FRAMING MEMBERS.
   I.THE OPENING IN THE GYPSUM BOARD FACING SHALL BE CUT NOT TO EXCEED 1/8 INCH BETWEEN THE EDGES OF THE OUTLET BOX AND THE EDGES OF THE OPENING.

RACEWAYS

1. FLEXIBLE METAL CONDUIT AND LIQUIDTIGHT FLEXIBLE METAL CONDUIT (FMC & LFMC) SHALL NOT BE USED IN LENGTHS THAT EXCEED 6'-0" UNLESS SPECIFICALLY NOTED OTHERWISE, OR UNLESS THE ARCHITECT/ENGINEER GRANTS WRITTEN PERMISSION.

2. ALL FEEDER AND BRANCH CIRCUIT CONDUCTORS, INCLUDING LOW VOLTAGE SYSTEMS, SHALL BE INSTALLED IN A COMP

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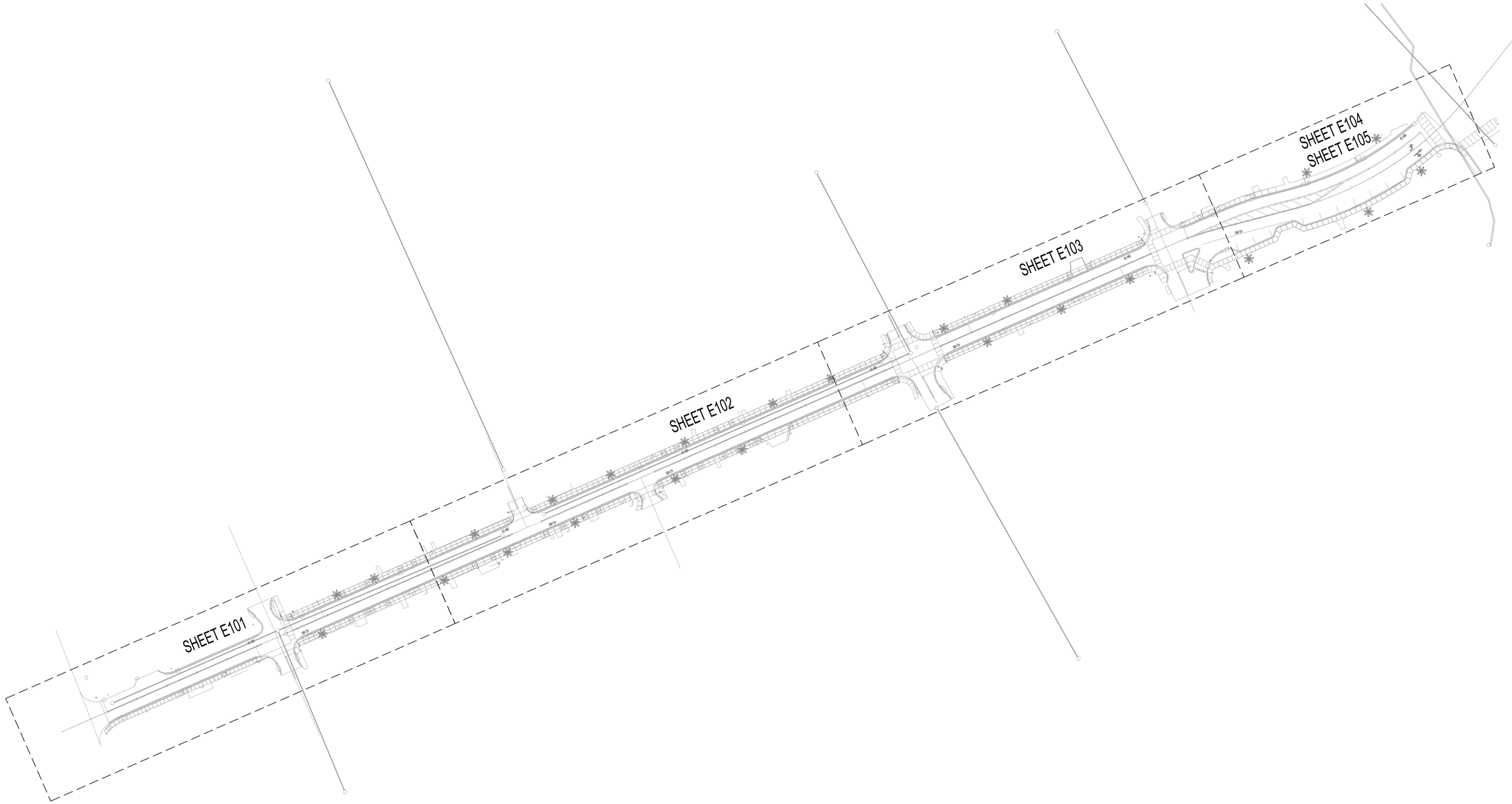

1 ELECTRICAL OVERALL SITE PLAN
1" = 60'-0"

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY	DRS
DRAWN BY	DRS
CHECKED BY	MMH
APPROVED BY	MMH

ELECTRICAL OVERALL PLAN

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
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NOT FOR CONSTRUCTION

M. MONCEF HADIJI, P.E.
Florida License #48022

PROJECT NO.:	17.0213.002
SCALE:	1" = 60'-0"
DATE:	07-02-2024
DRAWING:	E100

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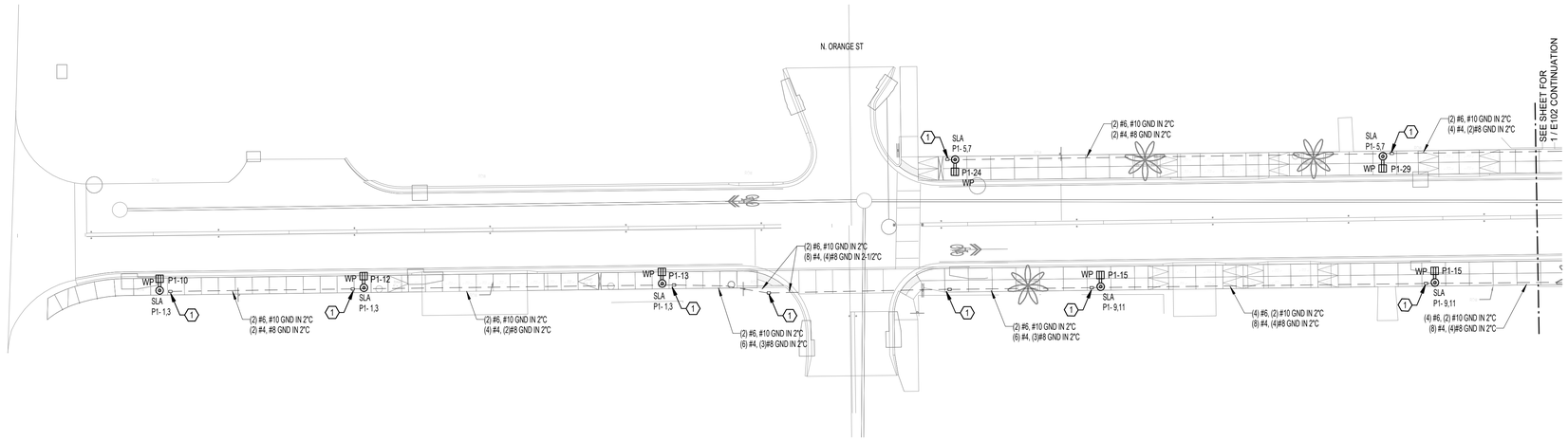
KEYED NOTES:

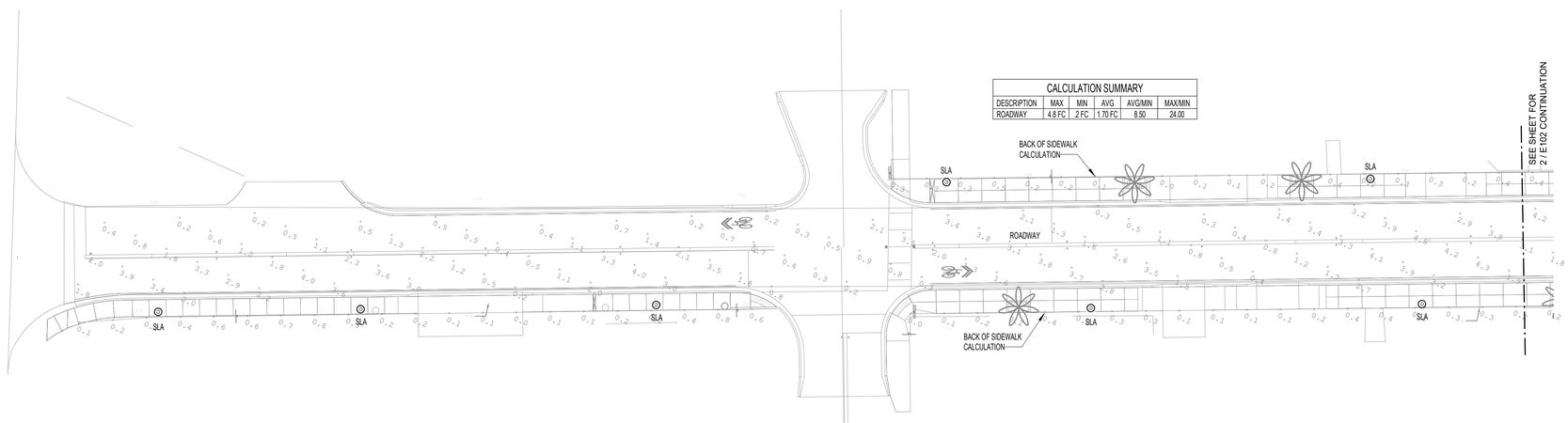
1. 8'x12' QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.



1 ELECTRICAL SITE PLAN - AREA 1
1" = 20'-0"



2 ELECTRICAL PHOTOMETRIC PLAN - AREA 1
1" = 20'-0"

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
DRS	DRS	MMH	MMH

ELECTRICAL PLANS - AREA 1

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE

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PROJECT NO.: 17.0213.002
SCALE: 1" = 20'-0"
DATE: 07-02-2024
DRAWING: E101

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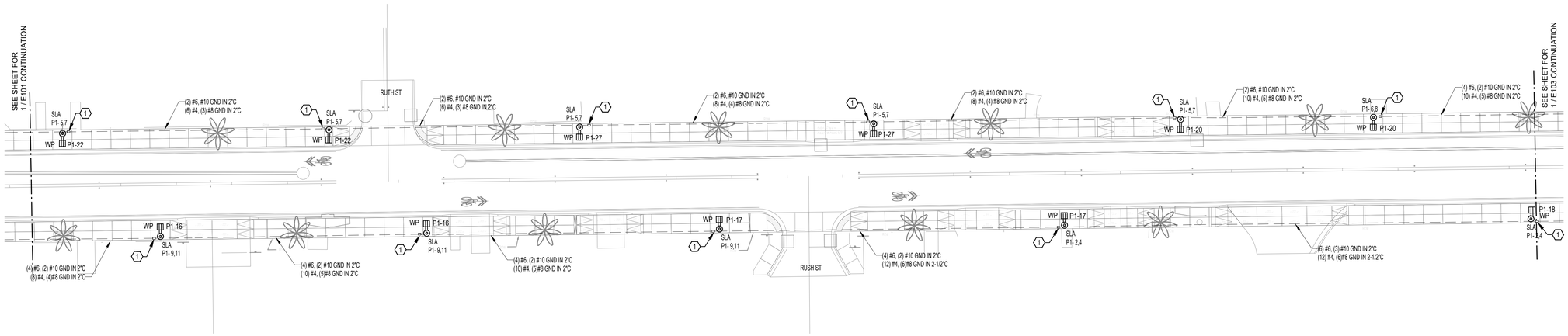
KEYED NOTES:

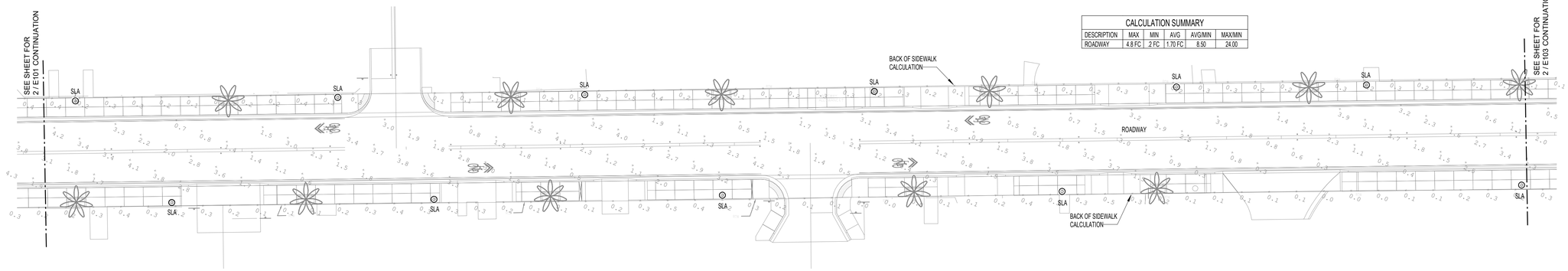
1. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.



1 ELECTRICAL SITE PLAN - AREA 2
1" = 20'-0"



CALCULATION SUMMARY

DESCRIPTION	MAX	MIN	AVG	AVG/MIN	MAX/MIN
ROADWAY	4.8 FC	2 FC	1.70 FC	8.50	24.00

2 ELECTRICAL PHOTOMETRIC PLAN - AREA 2
1" = 20'-0"

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY	DRS
DRAWN BY	DRS
CHECKED BY	MMH
APPROVED BY	MMH

ELECTRICAL PLANS - AREA 2

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE

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Phone:321.453.0010 Fax:321.454.6885 WWW.DRMP.COM
DRMP, Inc.

NOT FOR CONSTRUCTION

M. MONCEF HADIJI, P.E.
Florida License #48022

PROJECT NO.:	17.0213.002
SCALE:	1" = 20'-0"
DATE:	07-02-2024
DRAWING:	E102

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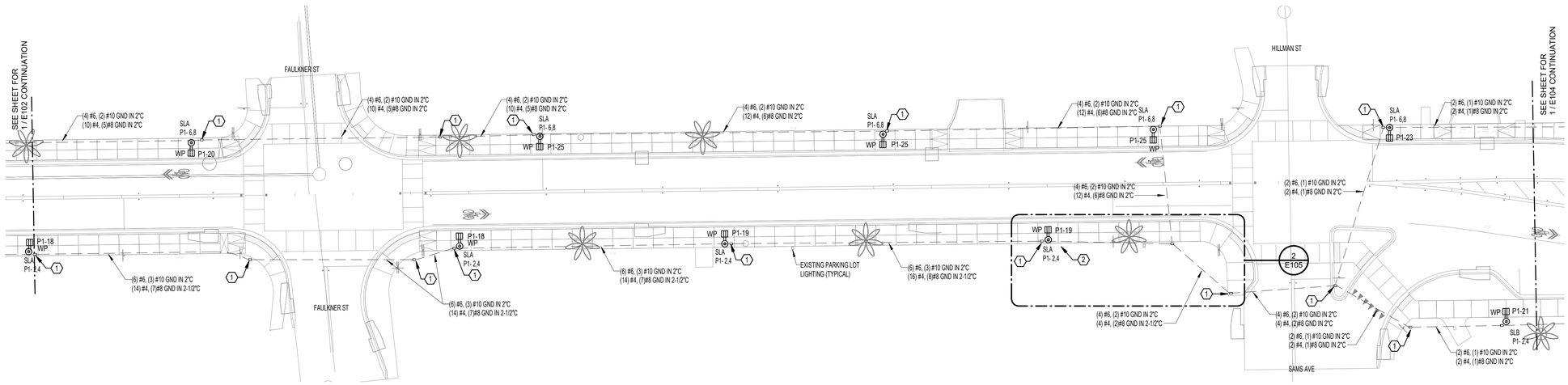
KEYED NOTES:

1. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.
2. ELECTRICAL PANEL, UTILITY METER, SERVICE DISCONNECT, LIGHTING CONTACTOR AND PHOTOCELL MOUNTED ON UNISTRUT RACK. REFER TO DETAILS ON SHEET E601.

GENERAL NOTES:

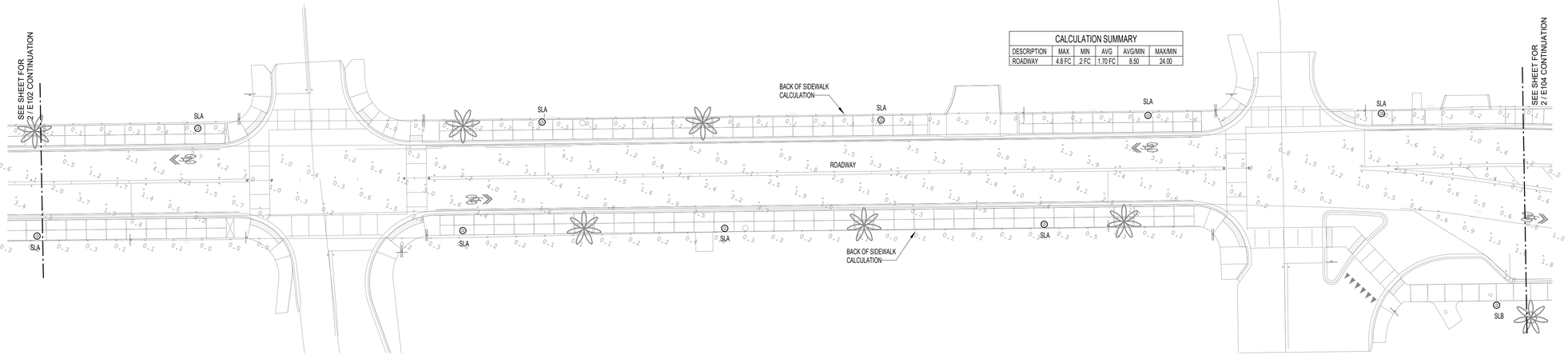
A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.



1 ELECTRICAL SITE PLAN - AREA 3
1" = 20'-0"

CALCULATION SUMMARY

DESCRIPTION	MAX	MIN	AVG	AVG/MIN	MAX/MIN
ROADWAY	4.8 FC	2 FC	1.70 FC	8.50	24.00



2 ELECTRICAL PHOTOMETRIC PLAN - AREA 3
1" = 20'-0"

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: DRS
DRAWN BY: DRS
CHECKED BY: MMH
APPROVED BY: MMH

ELECTRICAL PLANS - AREA 3

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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M. MONCEF HADJI, P.E.
Florida License #48022

PROJECT NO.: 17.0213.002
SCALE: 1" = 20'-0"
DATE: 07-02-2024
DRAWING: E103

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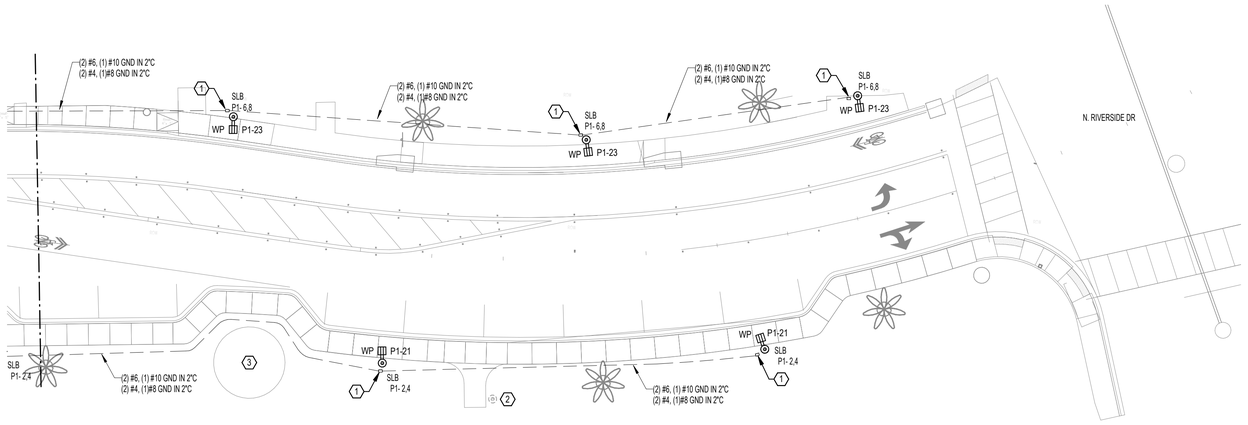
KEYED NOTES:

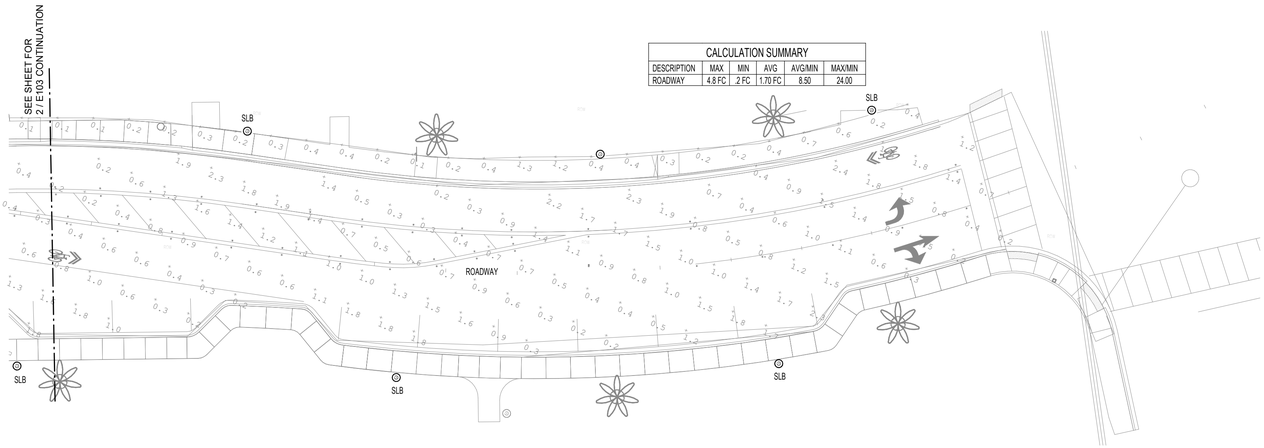
1. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.
2. EXISTING DECORATIVE POLE MOUNTED LIGHT FIXTURE TO BE DISCONNECTED AND REMOVED. REMOVE CONDUIT AND CONDUCTORS TO NEAREST FIXTURE. TURN OVER FIXTURE AND POLE TO OWNER.
3. EXISTING OAK TREE. ROUTE CONDUIT AROUND TREE OUTSIDE OF THE DRIPLINE.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.



1 ELECTRICAL SITE PLAN - AREA 4
1" = 20'-0"



2 ELECTRICAL PHOTOMETRIC PLAN - AREA 4
1" = 20'-0"

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: DRS
DRAWN BY: DRS
CHECKED BY: MMH
APPROVED BY: MMH

ELECTRICAL PLANS - AREA 4

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA
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PROJECT NO.: 17.0213.002
SCALE: 1" = 20'-0"
DATE: 07-02-2024
DRAWING: E104

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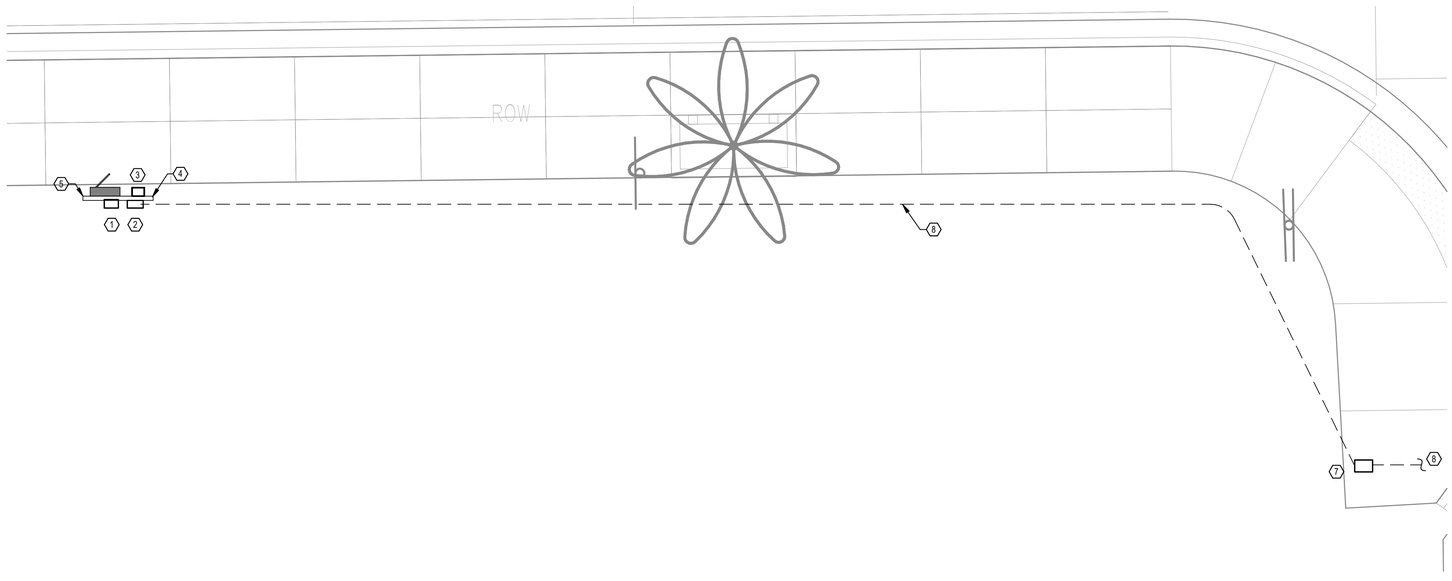
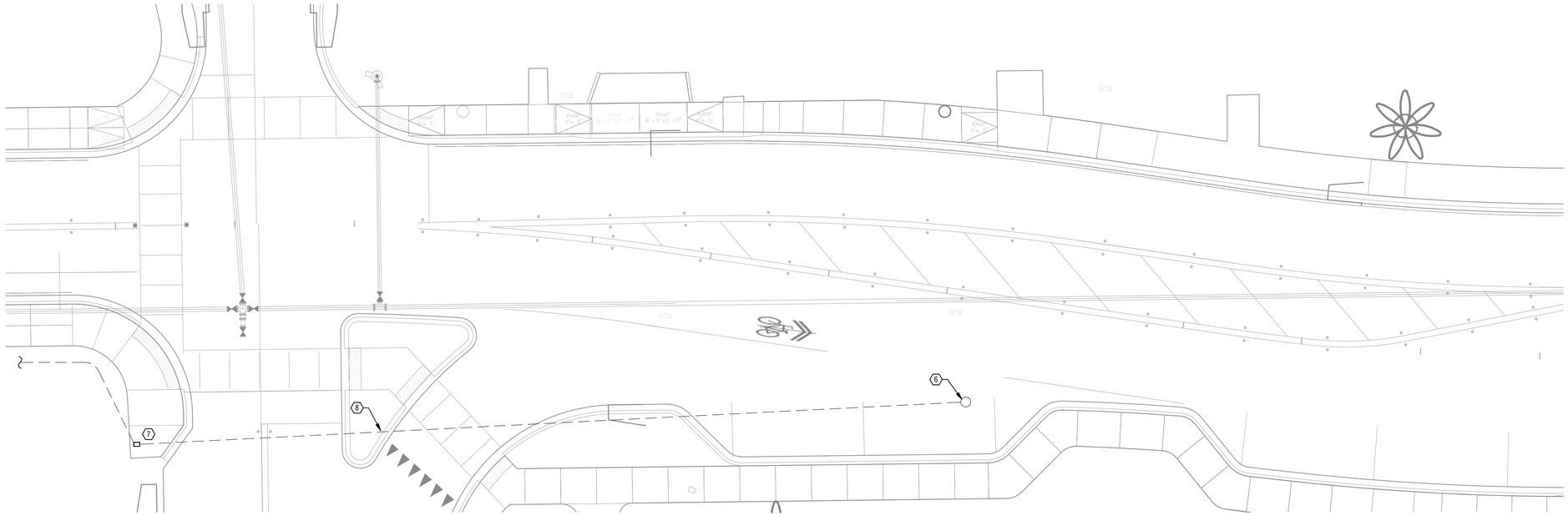


2 ELECTRICAL SITE PLAN - AREA 3 - Callout 1
1/4" = 1'-0"



1 ELECTRICAL SERVICE PLAN - AREA 4
1" = 10'-0"

KEYED NOTES:

1. 100A FUSED DISCONNECT SWITCH SERVICE ENTRANCE RATED.
2. ELECTRICAL UTILITY METER. VERIFY ALL REQUIREMENTS WITH THE UTILITY COMPANY.
3. LIGHTING CONTACTOR.
4. PHOTOCELL MOUNTED TO UNISTRUT RACK FACING NORTH.
5. UNISTRUT RACK. REFER TO DETAIL ON SHEET E601.
6. EXISTING UTILITY POLE AND POLE MOUNTED TRANSFORMERS.
7. 8"x12" QUAZITE TRAFFIC RATED PULLBOX. LABELED ELECTRICAL.
8. (4)#1 CU THWN, IN 1-1/2"C.

GENERAL NOTES:

A. CONTRACTOR SHALL TAKE CARE NOT TO DISRUPT NEARBY TREE OR ROOTS SYSTEM WHEN ROUTING CONDUIT AND CONDUCTORS.

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
DRS	DRS	MMH	MMH

ELECTRICAL PLANS - SERVICE LOCATION

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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Florida License #48022

PROJECT NO.: 17.0213.002
SCALE: As indicated
DATE: 07-02-2024
DRAWING: E105

LIGHTING FIXTURE SCHEDULE

COUNT	TYPE	DESCRIPTION	MANUFACTURER / MODEL	LAMP SOURCE	VOLTAGE	WATTS	COMMENTS
26	SLA	POLE TOP MOUNTED AREA LIGHT, 4621 LUMENS, 3000K, TYPE 2 DISTRIBUTION, MOUNTED ON 17' POLE, HOUSE SIDE SHIELD.	ARCHITECTURAL AREA LIGHTING / PROL2-72L-425-3K7-2-HS	LED	240 V	96 VA	PROVIDE SEALED SHOP DRAWING/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND WIND LOADING REQUIREMETS.
6	SLB	POLE TOP MOUNTED AREA LIGHT, 8352 LUMENS, 3000K, TYPE 4 DISTRIBUTION, MOUNTED ON 17' POLE.	ARCHITECTURAL AREA LIGHTING / PROL2-72L-355-3K7-4W-HS	LED	240 V	75 VA	PROVIDE SEALED SHOP DRAWING/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND WIND LOADING REQUIREMETS.

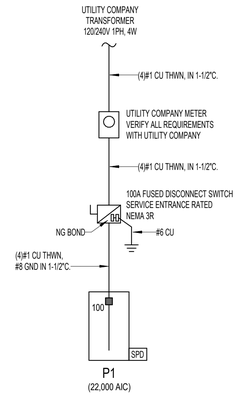
NOTES:

1. ALL LED FIXTURES SHALL BE MINIMUM 50,000 HOURS L70, CRI 80+.

2. IF THERE IS A DISCREPANCY BETWEEN THE FIXTURE DESCRIPTION, THE LIGHTING GENERAL NOTES, THE LIGHTING SPECIFICATIONS, AND THE CATALOG NUMBER LISTED, THE FIXTURE DESCRIPTION SHALL TAKE PRECEDENCE.

3. WHERE A SINGLE MANUFACTURER IS LISTED WITH A CORRESPONDING CATALOG NUMBER, THIS MANUFACTURER SHALL BE CONSIDERED THE BASIS OF DESIGN SELECTION. OTHER MANUFACTURERS WILL BE CONSIDERED AS "APPROVED EQUAL" ONLY IF THEIR LIGHTING FIXTURE MEETS OR EXCEEDS THE BASIS OF DESIGN SELECTION IN TYPE AND QUALITY OF CONSTRUCTION, LOUVER FINISHES, LENSES, HOUSING FINISHES, PHOTOMETRICS, SELECTED OPTIONS AND ACCESSORIES. APPROVED EQUAL MANUFACTURERS MUST ALSO MATCH OVERALL APPEARANCE AND DIMENSIONS OF BASIS OF DESIGN SELECTION. WHERE ONLY A MANUFACTURER'S NAME IS LISTED, THE FIXTURE SHALL COMPLY WITH THE DESCRIPTION, VOLTAGE, LAMP TYPE AND WATTAGE, AND ANY NOTED REMARKS, THE LIGHTING FIXTURE SCHEDULE NOTES, AND THE LIGHTING SPECIFICATIONS.

4. WHERE A MANUFACTURER IS SELECTED BY THE CONTRACTOR, OTHER THAN THAT LISTED AS THE BASIS OF DESIGN, PHOTOMETRIC CALCULATIONS SHALL BE SUBMITTED FOR THE FOLLOWING AREAS PRIOR TO APPROVAL: OPERATING ROOM, CONTROL ROOM, SURGICAL CORRIDORS, AND SCRUB AREAS.



2 ELECTRICAL ONE-LINE DIAGRAM
N.T.S

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REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
DRS	DRS	MMH	MMH

ELECTRICAL
SCHEDULES & ONE-LINE
DIAGRAM

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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PROJECT NO.: 17.0213.002
SCALE: N.T.S
DATE: 07-02-2024
DRAWING: E501

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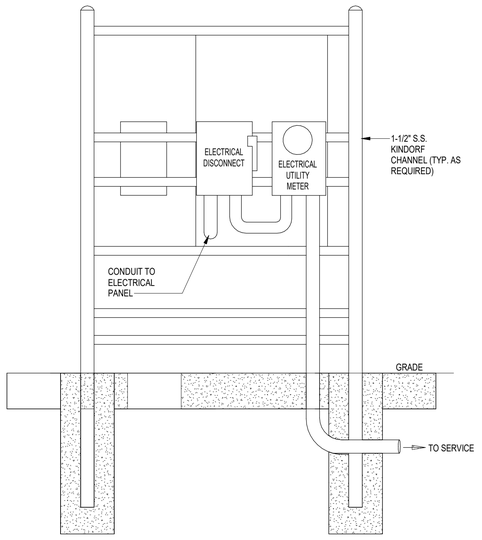
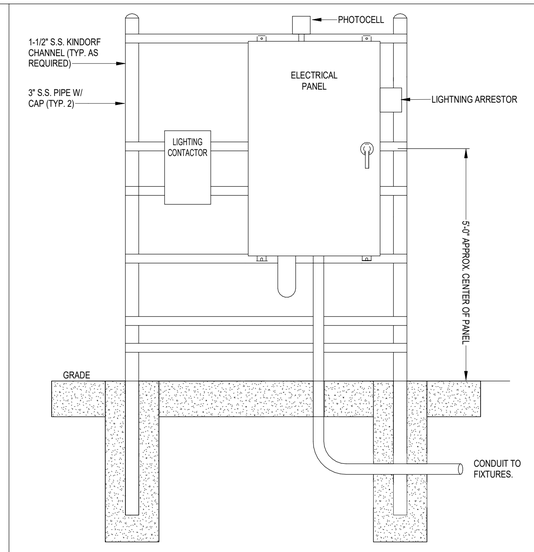


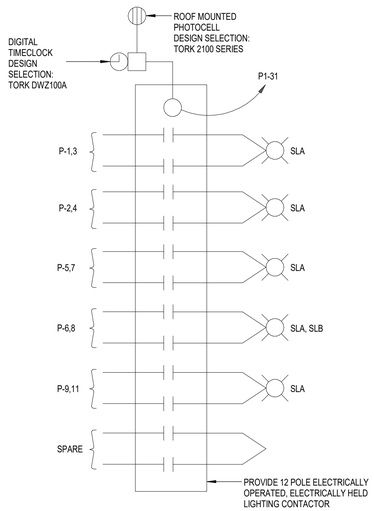
SERVICE RACK DETAIL - REAR ELEVATION
No Scale

3



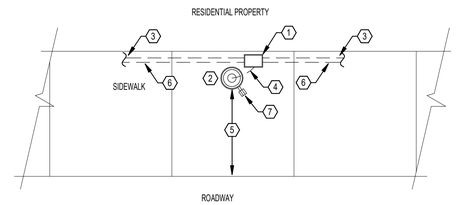
SERVICE RACK - FRONT ELEVATION
No Scale

1



SITE LIGHTING CONTACTOR - NORMAL BRANCH
No Scale

4



1. QUAZITE 8"x12" POLYMER CONCRETE, TRAFFIC RATED PULL BOX. LABELED ELECTRICAL. LOCATE PULL BOX AS FAR TO THE REAR OF THE SIDEWALK AS POSSIBLE.
2. NEW LIGHT POLE WITH DECORATIVE POLE BASE. LOCATE FIXTURE AS FAR TO THE REAR OF THE SIDEWALK AS POSSIBLE.
3. CONDUIT AND CONDUCTORS SERVING ELECTRICAL LIGHT POLES.
4. ELECTRICAL CONDUIT AND CONDUCTORS FROM ELECTRICAL PULL BOX TO LIGHT POLE. PROVIDE MINIMUM #10 CONDUCTORS FROM PULLBOX TO POLE FOR LIGHTING AND RECEPTACLE CIRCUITS.
5. PROVIDE 3'-0" MINIMUM CLEARANCE BETWEEN FRONT OF SIDEWALK AND LIGHT FIXTURE.
6. CONDUIT SERVING ELECTRICAL POLE RECEPTACLES.
7. RECEPTACLE MOUNTED IN POLE BASE WITH IN-USE WEATHERPROOF ENCLOSURE.

SIDEWALK FIXTURE LOCATION DETAIL

2

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: DRS
DRAWN BY: DRS
CHECKED BY: MMH
APPROVED BY: MMH

ELECTRICAL DETAILS

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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Florida License #48022

PROJECT NO.: 17.0213.002
SCALE: As indicated
DATE: 07-02-2024
DRAWING: E601

architectural arealighting

PROL2

DECORATIVE & POST TOP

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

FEATURES

- Reliable, uniform, glare free illumination
- Types 1, 2, 3, 4W, 5Q, and 5W distributions
- Amber, 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral Surge protection: 10k in parallel, 20k in series
- Upgrade Kits

3000K and Amber CCTs only

See Certification Specifications

PROVIDENCE®



Providence Large

SPECIFICATIONS

CONSTRUCTION

- All housing components aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Standard configurations do not require a flat lens, optional lenses are tempered glass
- All internal and external hardware is stainless steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- Optical bezel finish to match the luminaire housing

LED/OPTICS

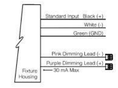
- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Optics are held in place without the use of adhesives
- Molded silicone gasket ensures a weather-proof seal around each individual LED.
- Features individual LED optical control based on high performance TIR optical designs.
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens.

INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

ELECTRICAL

- Luminaires have UL recognized integral surge protection, and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J
- Drivers are UL recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- 100%-1% dimming range. Fixture will be wired for low voltage 0-10V dimming control



- Driver and surge suppressor are mounted to a prewired tray with quick disconnects that may be removed from the gear compartment
- Surge protection: 10,000k in parallel, 20,000k in series

CONTROLS

- Egress adapter(s) will slip over a 4"/100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5"/114mm to the overall height. Adapter(s) are prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard

CONTROLS (CONTINUED)

- Egress adapter will require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter will have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others
- Photocell adapter includes a 7-Pin internal twist lock receptacle. Photocell by others.

CERTIFICATIONS

- ETL listed under UL 1598 and CSA C22.2 No. 250.0-08 for wet locations
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 5/29/2020.

WARRANTY

- 5 year warranty

KEY DATA	
LUMEN RANGE	2,087–17,415
WATTAGE RANGE	60.51–159.8
EFFICACY RANGE (LPW)	29–125.5
INPUT CURRENT RANGE (mA)	270/500/700 mA
WEIGHT	47 lbs / 21.3 kg
EPA	1.33

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PROL2

DECORATIVE & POST TOP

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

ORDERING GUIDE

Example: PROL2-72L-325-3K7-4W-BL-SLA1-DF-HS-AD5-UNV

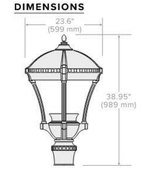
CATALOG #

HOUSING

PROL2											
Housing		**LED Quantity**		**Lumen Output**		**CCT/CRI**		**Distribution**		**Finish**	
PROL2	Providence Large 2.0	**72L**	72 LED	**270**	450mA Microcore Equivalent	**AMB**	Amber-595nm Peak [1]	**1**	Type I	**BLS**	Black Gloss Smooth
				335	335mA, 9000 Lumens	**3K7**	3000K, 70 CRI	**2**	Type II	**BLT**	Black Matte Textured
				425	700mA Microcore Equivalent	**4K7**	4000K, 70 CRI	**3**	Type III	**DBS**	Dark Bronze Gloss Smooth
				500	500mA, 13000 Lumens	**5K7**	5000K, 70 CRI	**4W**	Type IV Wide	**DBT**	Dark Bronze Matte Textured
				700	700mA, 17000 Lumens	Contact factory for options listed below		**5Q**	Type V Square	**GTT**	Graphite Matte Textured
						27K8	2700K, 80 CRI	**5W**	Type V Wide	**LGS**	Light Grey Gloss Smooth
						80 or 90 CRI for standard color temperatures				**LGT**	Light Grey Matte Textured
										PSS	Platinum Silver Gloss Smooth
										VGT	Verde Green Matte Textured
										WHS	White Gloss Smooth
										WHT	White Matte Textured
										Color Option	
										CC [2]	Custom Color

Mounting		Optional Lens		Options		Mounting Options		Voltage	
Pole Mount		**CL**	Clear Lens	**HS**	House Side Shield [3]	**PCA-C**	Photocontrol Adaptor Contemporary	**UNV**	120-277V
STND_MNT [4]	Standard Mount	**DL**	Diffused Lens [3]	**PFN**	Brass Colored Finish	**EPA-C**	Egress Adaptor Contemporary		
PT23	2 3/8" tenon			**SPK**	Cast Spikes				
PT3	3" tenon			**BPS**	Brass Colored Struts				
PT4	Slips Over A 4" OD Pole			**SF**	Single Fuse (120, 277)				
Arm Mount				**DF**	Double Fuse (208, 240)				
SLA1	4" pole or tenon								
TRA5U-4	4" pole or tenon								
TRA6U-4	4" pole or tenon								
TRA8U-4	4" pole or tenon								
TRA5S-4	4" pole or tenon								
TRA5U-5	5" pole or tenon								
TRA6U-5	5" pole or tenon								
TRA8U-5	5" pole or tenon								
TRA5S-5	5" pole or tenon								
TRA56-5	5" pole or tenon								
Wall Mount									
WMA55	Wall Mount								
WMA56	Wall Mount								
Pier Mount									
PM1	Pier Mount 1								
PM2	Pier Mount 2								
PM3	Pier Mount 3								

DIMENSIONS



Notes:
1. Turtle friendly
2. Diffused Lens is available only with T3 and T5W distribution
3. House Side Shield is available only with T1, T2, T3 and T4W distributions
4. Consult factory for custom color, marine and corrosive finish options.
5. Contact Factory for additional glare shield options
6. Slips over 5" OD Pole

Current

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Page 2 of 8
Rev 07/08/22
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TYPE: | PROJECT:

CATALOG #:

DELIVERED LUMENS

The table below shows the delivered lumens for the various lumen outputs and beam distributions. Use this chart in connection with the lumen factor (LF) capability to deliver any output required.

LED #	Drive Current	Lumen Package	Lens	Distribution	3000K 70CRI				4000K 70CRI				5000K 70CRI			
					Lumen	Bug Rating		Efficancy (Lm/W)	Lumen	Bug Rating		Efficancy (Lm/W)	Lumen	Bug Rating		Efficancy (Lm/W)
72	270	450mA Microcore Equivalent	None	1	7028	1 0 1		116.1	7277	1 0 1		120.3	7533	1 0 1		124.5
				2	6764	1 0 2		111.8	7004	1 0 2		115.8	7251	1 0 2		119.8
				3	6824	1 0 2		112.8	7066	1 0 2		116.8	7315	1 0 2		120.9
				4W	6898	1 0 2		114.0	7143	1 0 2		118.0	7394	1 0 2		122.2
				1-HS	3806	0 0 1		62.9	3941	0 0 1		65.1	4079	0 0 1		67.4
				2-HS	3144	0 0 1		52.0	3255	0 0 1		53.8	3370	0 0 1		55.7
				3-HS	3191	0 0 1		52.7	3305	0 0 1		54.6	3421	0 0 1		56.5
				4W-HS	2782	0 0 1		46.0	2881	0 0 1		47.6	2982	0 0 1		49.3
				5Q	7322	3 0 1		121.0	7582	3 0 1		125.3	7849	3 0 1		129.7
				5W	6904	3 0 1		114.1	7149	3 0 2		118.2	7401	3 0 2		122.3
			Clear	1-CL	5271	1 0 1		87.1	5458	1 0 1		90.2	5650	1 0 1		93.4
				2-CL	5073	1 0 1		83.9	5253	1 0 1		86.8	5438	1 0 1		89.9
				3-CL	5118	1 0 2		84.6	5300	1 0 2		87.6	5486	1 0 2		90.7
				4W-CL	5174	1 0 2		85.5	5357	1 0 2		88.5	5546	1 0 2		91.7
				1-CL-HS	2854	0 0 1		47.2	2955	0 0 1		48.8	3059	0 0 1		50.6
				2-CL-HS	2358	0 0 1		39.0	2441	0 0 1		40.4	2527	0 0 1		41.8
				3-CL-HS	2393	0 0 1		39.6	2478	0 0 1		41.0	2566	0 0 1		42.4
				4W-CL-HS	2087	0 0 1		34.5	2161	0 0 1		35.7	2237	0 0 1		37.0
				5Q-CL	5491	2 0 1		90.8	5686	2 0 1		94.0	5886	2 0 1		97.3
				5W-CL	5178	3 0 1		85.6	5362	3 0 1		88.6	5550	3 0 1		91.7
			Diffused	3-DL	4218	1 0 1		55.7	4368	1 0 1		57.7	4521	1 0 1		74.7
				5W-DL	4268	2 0 1		56.4	4419	2 0 1		58.4	4574	2 0 1		75.6
	335	9000	None	1	8507	1 0 1		112.4	8809	1 0 1		116.4	9119	1 0 1		119.9
				2	8188	2 0 2		108.2	8479	2 0 2		112.0	8777	2 0 2		116.0
				3	8261	1 0 2		109.4	8554	1 0 2		113.3	8855	2 0 2		116.4
				4W	8351	1 0 2		110.3	8647	1 0 2		114.2	8951	1 0 2		117.5
				1-HS	4607	0 0 1		60.9	4770	0 0 1		63.0	4938	0 0 1		65.1
				2-HS	3805	0 0 1		50.3	3940	0 0 1		52.1	4079	0 0 1		54.1
				3-HS	3863	0 0 1		51.0	4000	0 0 1		52.8	4141	0 0 1		54.9
				4W-HS	3368	0 0 1		44.5	3487	0 0 1		46.1	3610	0 0 1		47.8
				5Q	8864	3 0 1		117.1	9178	3 0 1		121.3	9501	3 0 1		125.5
				5W	8358	3 0 2		110.4	8654	3 0 2		114.3	8959	3 0 2		118.6
			Clear	1-CL	6380	1 0 1		84.3	6607	1 0 1		87.3	6839	1 0 1		90.3
				2-CL	6141	1 0 1		81.1	6359	1 0 1		84.0	6583	1 0 1		87.0
				3-CL	6196	1 0 2		81.8	6415	1 0 2		84.7	6641	1 0 2		88.1
				4W-CL	6263	1 0 2		82.7	6485	1 0 2		85.7	6713	1 0 2		88.7
				1-CL-HS	3455	0 0 1		45.6	3577	0 0 1		47.3	3703	0 0 1		48.9
				2-CL-HS	2854	0 0 1		37.7	2955	0 0 1		39.0	3059	0 0 1		40.4
				3-CL-HS	2897	0 0 1		38.3	3000	0 0 1		39.6	3106	0 0 1		41.0
				4W-CL-HS	2526	0 0 1		33.4	2615	0 0 1		34.5	2707	0 0 1		35.8
				5Q-CL	6647	3 0 1		87.8	6883	3 0 1		90.9	7125	3 0 1		94.1
				5W-CL	6268	3 0 1		82.8	6491	3 0 1		85.7	6719	3 0 1		88.8
			Diffused	3-DL	5064	1 0 1		66.9	5243	1 0 1		69.3	5428	1 0 1		71.7
				5W-DL	5208	2 0 1		68.8	5393	2 0 1		71.2	5583	2 0 1		73.9

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72	425	700mA Microcore Equivalent	None	1	10329	1 0 1		107.6	10695	1 0 1		111.4	11072	1 0 1		115.3
				2	9941	2 0 2		103.6	10294	2 0 2		107.2	10656	2 0 2		111.0
				3	10030	2 0 2		104.5	10386	2 0 2		108.2	10751	2 0 2		112.0
				4W	10139	2 0 2		105.6	10498	2 0 3		109.4	10868	2 0 3		113.2
				1-HS	5593	0 0 1		58.3	5792	0 0 1		60.3	5995	0 0 1		62.5
				2-HS	4620	0 0 1		48.1	4784	0 0 1		49.8	4952	0 0 1		51.6
				3-HS	4690	0 0 1		48.9	4857	0 0 1		50.6	5028	0 0 1		52.4
				4W-HS	4089	0 0 1		42.6	4234	1 0 1		44.1	4383	1 0 1		45.7
				5Q	10762	3 0 1		112.1	11143	3 0 1		116.1	11535	3 0 1		120.2
				5W	10148	4 0 2		105.8	10508	4 0 2		109.5	10877	4 0 2		113.3
			Clear	1-CL	7746	1 0 1		80.7	8021	1 0 1		83.6	8303	1 0 1		86.5
				2-CL	7456	1 0 2		77.7	7720	1 0 2		80.4	7992	1 0 2		83.2
				3-CL	7522	1 0 2		78.4	7789	1 0 2		811	8063	1 0 2		84.0
				4W-CL	7604	1 0 2		79.2	7873	1 0 2		82.0	8150	1 0 2		84.9
				1-CL-HS	4195	0 0 1		43.7	4343	0 0 1		45.2	4496	0 0 1		46.8
				2-CL-HS	3465	0 0 1		36.1	3588	0 0 1		37.4	3714	0 0 1		38.7
				3-CL-HS	3518	0 0 1		36.6	3642	0 0 1		37.9	3771	0 0 1		39.3
				4W-CL-HS	3067	0 0 1		31.9	3175	0 0 1		331	3287	0 0 1		34.2
				5Q-CL	8071	3 0 1		84.1	8357	3 0 1		871	8651	3 0 1		901
				5W-CL	7610	3 0 2		79.3	7880	3 0 2		82.1	8158	3 0 2		85.0
			Diffused	3-DL	6199	2 0 1		64.6	6419	2 0 2		66.9	6645	2 0 2		69.2
				5W-DL	6272	2 0 1		65.3	6494	2 0 1		677	6723	2 0 1		70.0
	500	13000	None	1	11907	1 0 1		104.2	12330	2 0 1		1079	12764	2 0 1		111.7
				2	11461	2 0 2		100.3	11867	2 0 2		103.8	12285	2 0 2		107.5
				3	11563	2 0 2		101.2	11973	2 0 2		1047	12394	2 0 2		108.4
				4W	11688	2 0 3		102.2	12103	2 0 3		105.9	12528	2 0 3		109.6
				1-HS	6448	0 0 1		56.4	6677	0 0 1		58.4	6912	1 0 1		60.5
				2-HS	5326	0 0 1		46.6	5515	0 0 1		48.2	5709	0 0 1		49.9
				3-HS	5407	1 0 1		47.3	5599	1 0 1		49.0	5796	1 0 1		507
				4W-HS	4714	1 0 1		41.2	4881	1 0 1		42.7	5053	1 0 1		44.2
				5Q	12406	3 0 2		108.5	12846	3 0 2		112.4	13298	3 0 2		116.3
				5W	11698	4 0 2		102.3	12113	4 0 2		106.0	12540	4 0 2		109.7
			Clear	1-CL	8930	1 0 1		78.1	9247	1 0 1		80.9	9572	1 0 1		83.7
				2-CL	8595	2 0 2		75.2	8900	2 0 2		779	9213	2 0 2		80.6
				3-CL	8672	1 0 2		75.9	8979	2 0 2		78.6	9295	2 0 2		81.3
				4W-CL	8766	1 0 2		76.7	9077	2 0 2		79.4	9396	2 0 2		82.2
				1-CL-HS	4836	0 0 1		42.3	5007	0 0 1		43.8	5183	0 0 1		45.3
				2-CL-HS	3995	0 0 1		34.9	4136	0 0 1		36.2	4282	0 0 1		375
				3-CL-HS	4055	0 0 1		35.5	4199	0 0 1		367	4347	0 0 1		38.0
				4W-CL-HS	3535	0 0 1		30.9	3661	0 0 1		32.0	3789	0 0 1		33.2
				5Q-CL	9304	3 0 1		81.4	9634	3 0 1		84.3	9973	3 0 1		87.2
				5W-CL	8773	3 0 2		76.8	9085	3 0 2		79.5	9404	3 0 2		82.3
			Diffused	3-DL	7147	2 0 2		62.5	7400	2 0 2		64.7	7660	2 0 2		67.0
				5W-DL	7231	2 0 1		63.3	7487	2 0 1		65.5	7750	3 0 1		67.8

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Melbourne, FL 32940
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COA 15
www.tlc-engineers.com
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ELECTRICAL CUTSHEETS

CONSTRUCTION PLANS FOR
WASHINGTON STREET SCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
Certificate of Authorization No. 2648
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Phone:321.453.0010 Fax:321.454.6885 WWW.DRMP.COM

DRMP, Inc.

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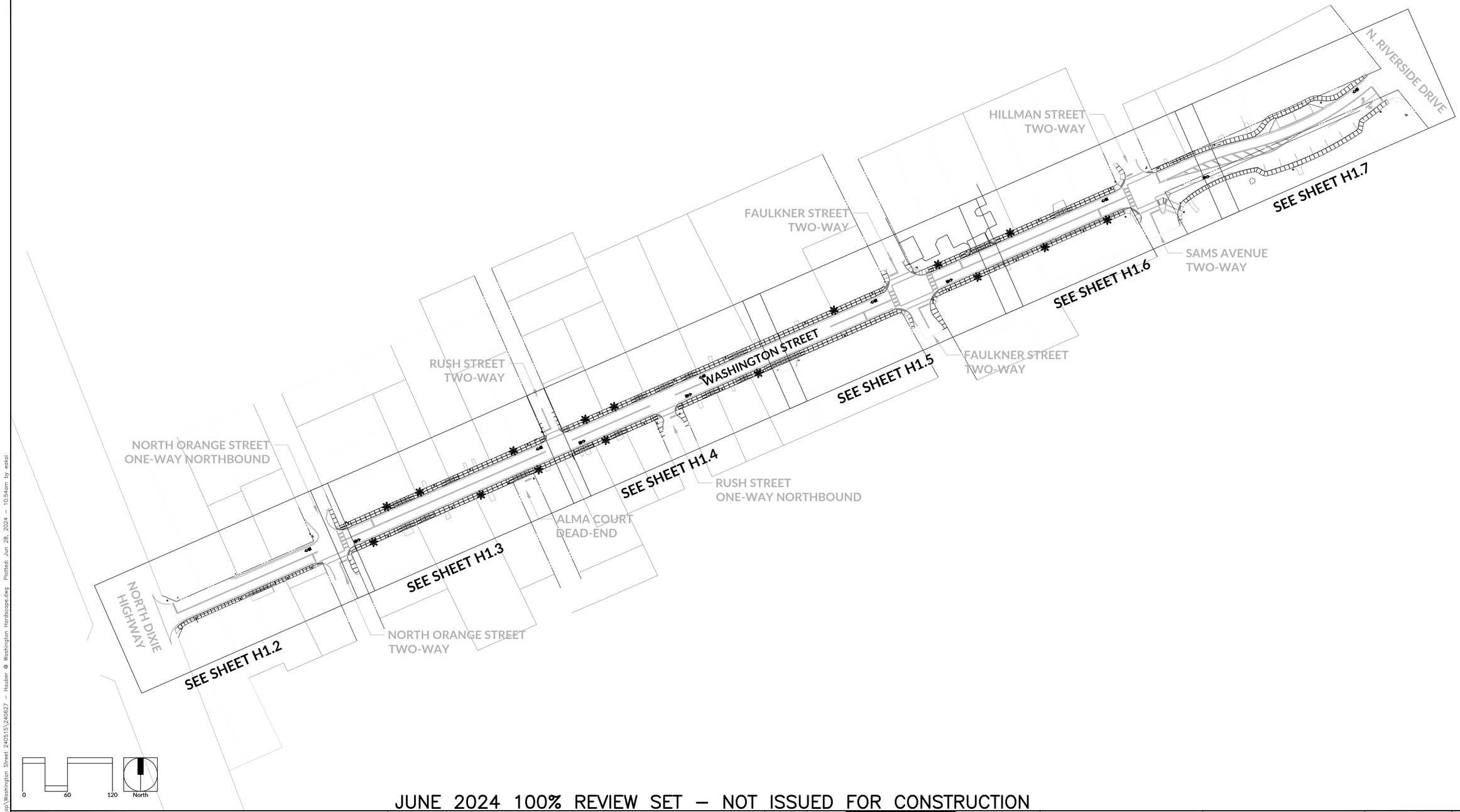
M. MONCEF HADIJI, P.E.
Florida License #48022

PROJECT NO.: 17.0213.002

SCALE: 12" = 1'-0"

DATE: 07-02-2024

DRAWING: E602



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LANDSCAPE ARCHITECTURE
LAND PLANNING
DEVELOPMENT DESIGN
hauberdesign.com
Florida License #0001211
Post Office Box 917842
Longwood, Florida 32791
Office # 407.774.2262
Cell # 407.721.2191

CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE SHEET INDEX PLAN

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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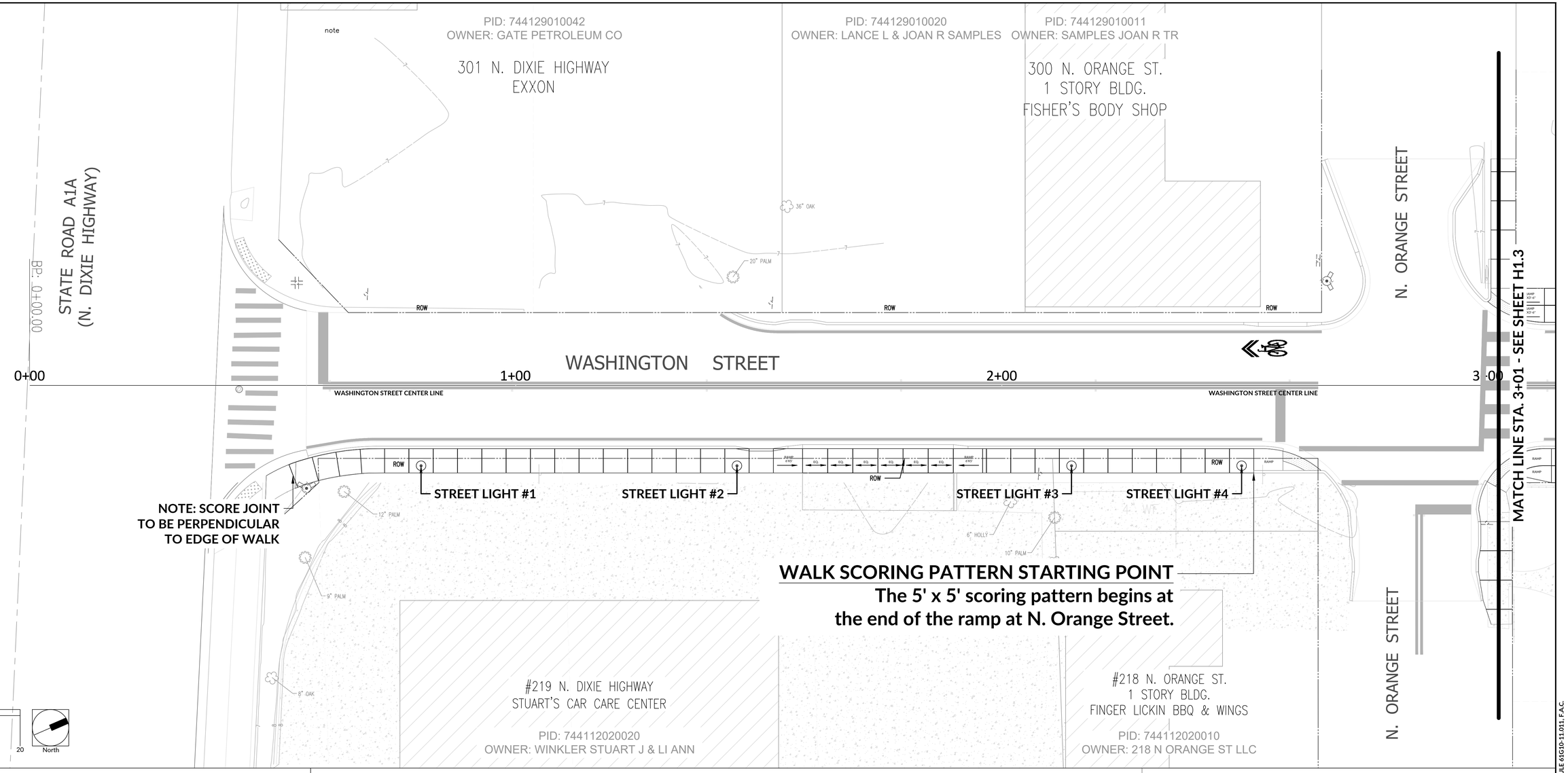
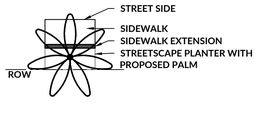


LEGEND

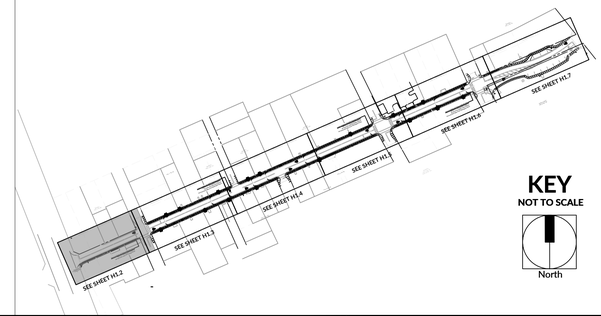
- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



NOTES:

1. The Hardscape, Landscape and Irrigation Plans were prepared with the following base information:
   - Allen Engineering Inc. Existing Conditions Survey dated June 1, 2021
   - DRMP Civil Engineering Construction Plans dated May 17, 2024
   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
   - AutoCAD 2024 GIS Coordinate System and Satellite Imagery

   The location of buildings, driveways, walks, and existing features are approximate and shall be verified by the General Contractor during construction.
2. See Sheet H1.8 for Walk Details. See Sheet L1.6 for Planter Planting Detail.
3. All walks and planters drain toward Washington Street. See the DMRP Grading and Drainage Plans for grading requirements.
4. See each Sheet for Walk Score Joint Point of Beginning.
5. There are areas along Washington Street without planters due to conflicts with existing tree canopies adjacent to the Right Of Way, space limitations due to driveway locations, or other conditions.
6. The Hardscape Plans should be used for Score Joint placement and Planter locations only. See DRMP Geometry, Overall Paving, Grading and Drainage Plans for pavement and curb details.



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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

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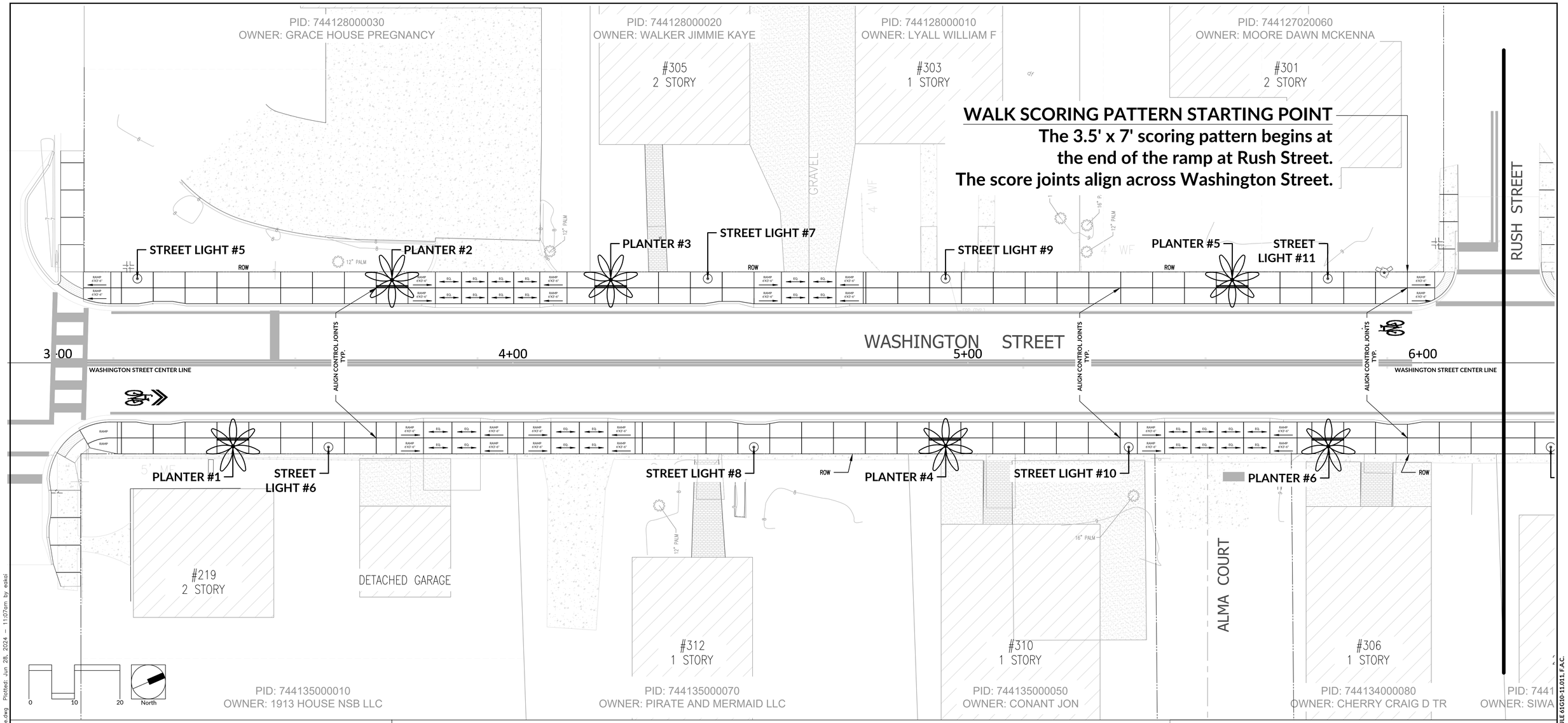
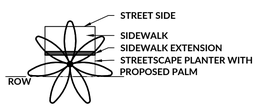


LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



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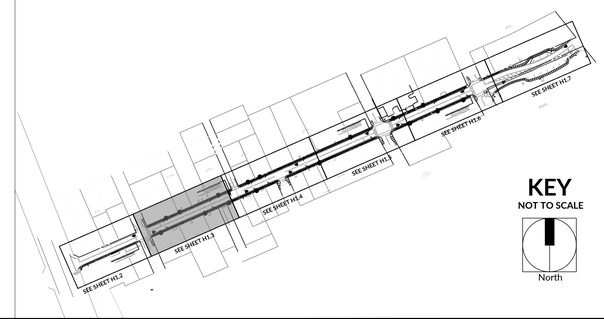

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

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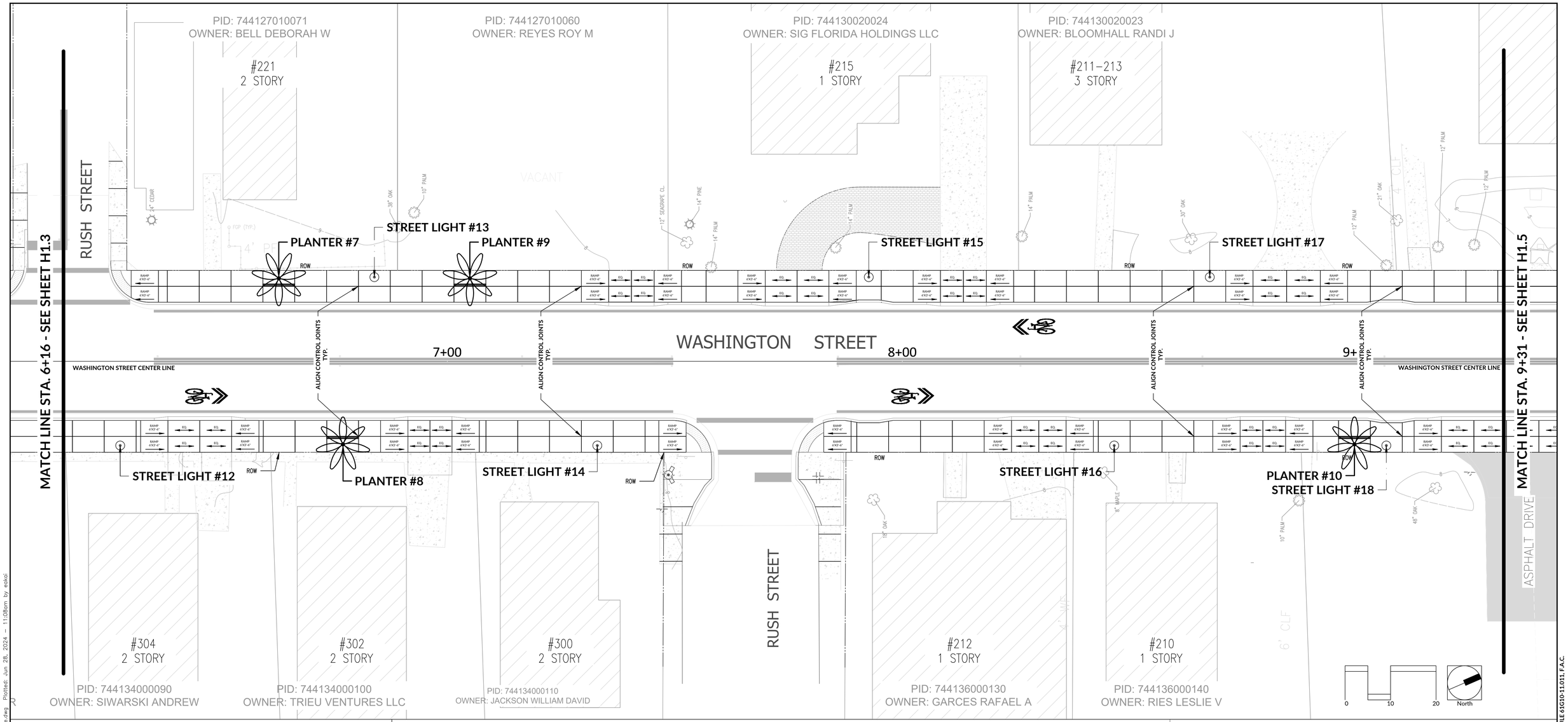

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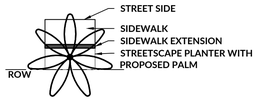

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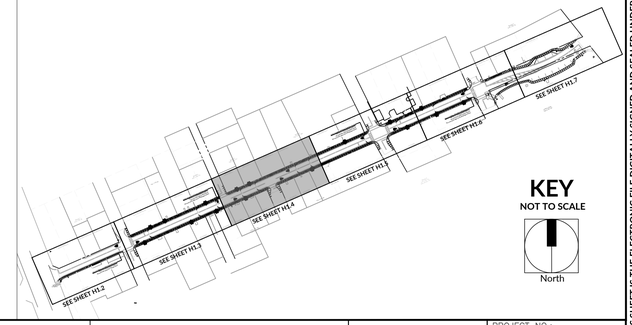

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DRAWN BY
CHECKED BY
APPROVED BY

HAUBER DESIGN ASSOCIATES, LLC.
LANDSCAPE ARCHITECTURE
LAND PLANNING
DEVELOPMENT DESIGN
Post Office Box 917842 Longwood, Florida 32791
Office # 407.774.2262 Cell # 407.721.2191
hauberdesign.com Florida License #0001211

WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.4

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PID: 744130020023
OWNER: BLOOMHALL RANDI J

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

#203
UNITED CHURCH OF CHRIST

WALK SCORING PATTERN STARTING POINT
The 3.5' x 7' scoring pattern begins at the end of the radius at Faulkner Street. The score joints align across Washington Street.

FAULKNER STREET

VACANT

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

ALIGN CONTROL JOINTS TYP.

MATCH LINE STA. 9+31 - SEE SHEET H1.4

MATCH LINE STA. 12+46 - SEE SHEET H1.6

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

FAULKNER STREET

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM

ROW

NOTES:

1. The Hardscape, Landscape and Irrigation Plans were prepared with the following base information:
   - Allen Engineering Inc. Existing Conditions Survey dated June 1, 2021
   - DRMP Civil Engineering Construction Plans dated May 17, 2024
   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
   - AutoCAD 2024 GIS Coordinate System and Satellite Imagery

   The location of buildings, driveways, walks, and existing features are approximate and shall be verified by the General Contractor during construction.
2. See Sheet H1.8 for Walk Details. See Sheet L1.6 for Planter Planting Detail.
3. All walks and planters drain toward Washington Street. See the DMRP Grading and Drainage Plans for grading requirements.
4. See each Sheet for Walk Score Joint Point of Beginning.
5. There are areas along Washington Street without planters due to conflicts with existing tree canopies adjacent to the Right Of Way, space limitations due to driveway locations, or other conditions.
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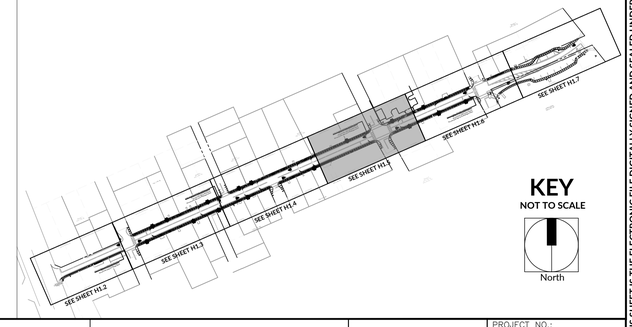

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Office # 407.774.2262 Cell # 407.721.2191
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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.5

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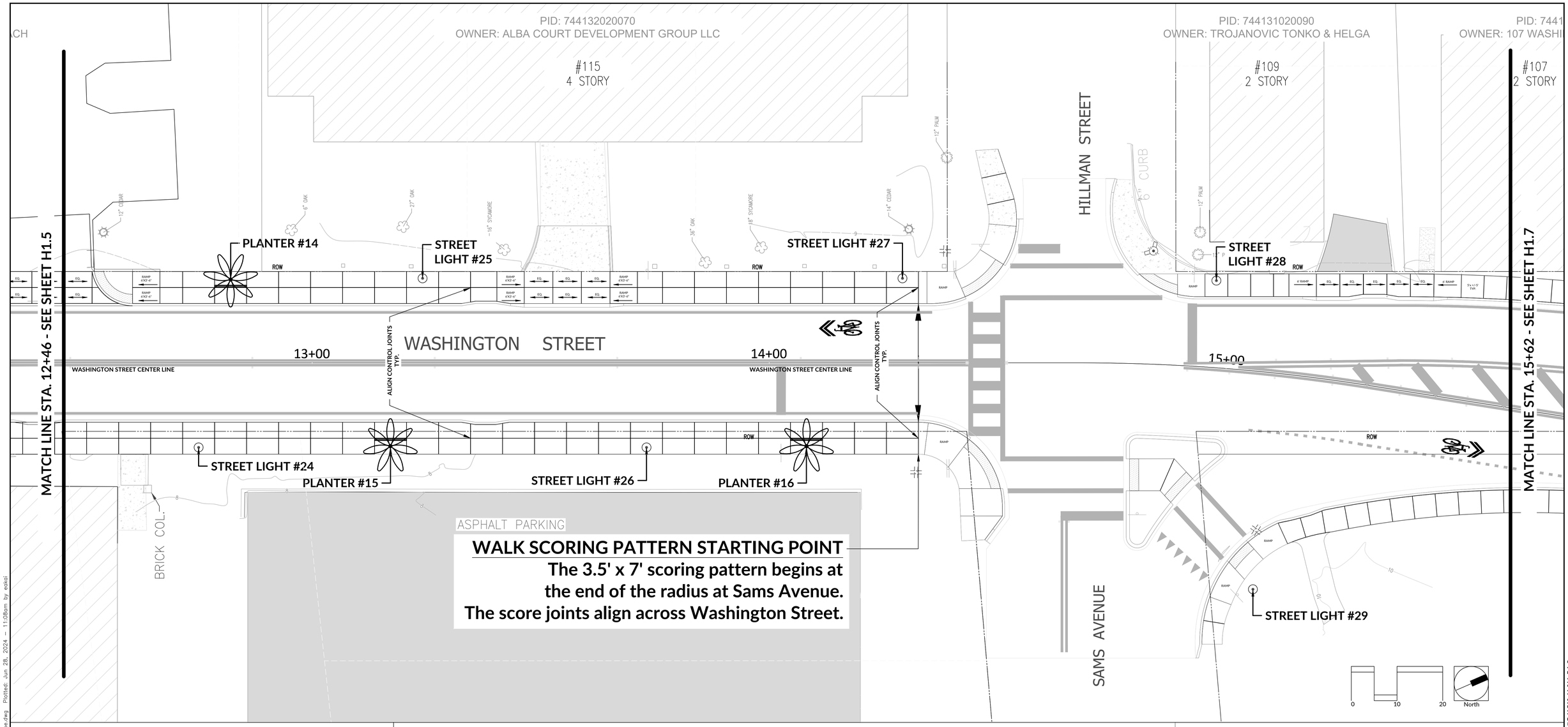

WALK SCORING PATTERN STARTING POINT
The 3.5' x 7' scoring pattern begins at the end of the radius at Sams Avenue. The score joints align across Washington Street.

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM
  - ROW

NOTES:

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   - AutoCAD 2024 GIS Coordinate System and Satellite Imagery

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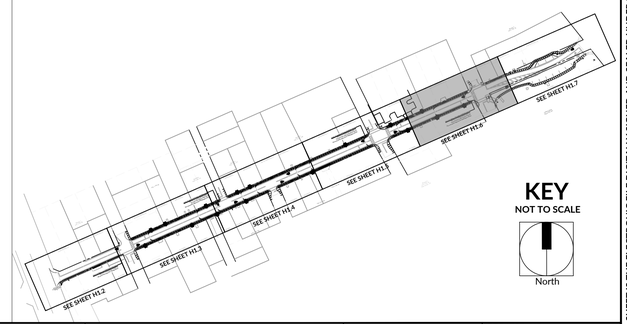

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

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PROJECT NO.: 17-0213.002
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PID: 744131020100
OWNER: 107 WASHINGTON STREET LLC

PID: 744131020110
OWNER: MASONIC LODGE NO 149

#107
2 STORY

MATCH LINE STA. 15+62 - SEE SHEET H1.6

STREET LIGHT #30

STREET LIGHT #32

END OF WORK

ROW

WASHINGTON STREET

16+00

17+00

18+00

N. RIVERSIDE DRIVE

END OF WORK

STREET LIGHT #33

ASSUMED GRAND OAK LOCATION

STREET LIGHT #31

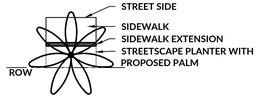
CITY PARK

PID: 744133010010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



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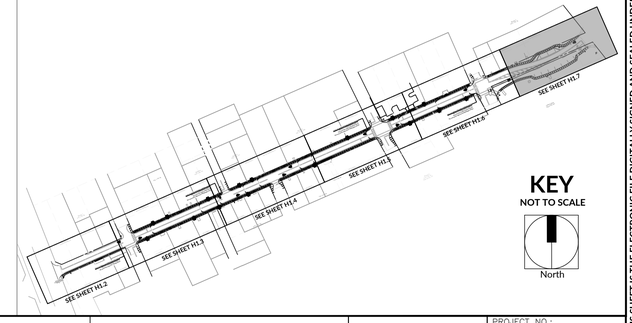

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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HARDSCAPE PLAN WALK & PLANTER LAYOUT

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.7

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HARDSCAPE GENERAL NOTES

1. Work Overview - This project includes the construction of a trowel edged walk on either side of Washington Street. Where the walk is 7' wide, the score joints and pattern of the walk align across Washington Street. Where the walk is narrower, at the east and west sides of Washington Street, the score joints are generally equal to the walk width as shown on the plans.

2. Walk Material - The walk is in a 3'-6"x7'-0" gridded, windowpane pattern with a 4" trowel edge. The center of each panel is broom finished as shown on the details. The 5' and 6' walks are broom finished walks in the same direction as the windowpane walk (perpendicular to the curb).

3. Planter Grates - There is a +/-6" x 7' frame and grate on the roadside of each planter area. The purpose of this grate is to widen the walk surface area to 48" on the roadside of each planter area. The grate includes a frame that is anchored into the concrete walk. All grates shall be installed level with the concrete walk. This will include a slight pitch to follow the walk slope. The Contractor shall submit shop drawings for the Owner's Representative prior to ordering.

   Grate Manufacturer:
   Company: Urban Accessories
   Product: Terrain Frame & Grate (See Details Sheet H1.8)
   Product Link: https://urbanaccessories.com/products/grating/trench-grates/terrain/

   Contact: Brian Todhunter
   Email: brian@urbanaccessories.com
   Phone: 253.572.1112

   Grate Material:
   Grate: Nickel Bronze
   Grate Finish: Highlight Patina
   Frame: Stainless Steel
   Frame Finish: Raw

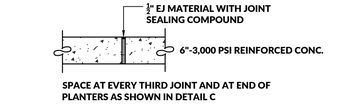
4. Concrete - The concrete shall be 3,000psi concrete as described on the DRMP Paving and Drainage Plans.

5. Grading & Drainage -See the DRMP Grading and Drainage Plans for grading requirements.

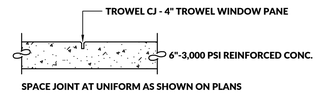
6. Streetlights - Proposed Street Lights are numbered and shown on the Hardscape Plans for reference. See the TLC Electrical Plans for more information.

7. Pre-Construction Meeting - A pre-construction meeting is required before construction begins. This meeting shall be arranged by the General Contractor and shall include the Owner's Representative, the General Contractor, the Concrete Contractor, and any subcontractor as determined by the General Contractor.

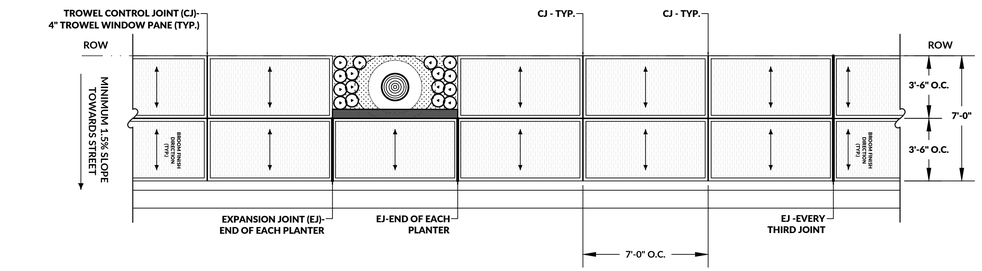
8. Coordination - The General Contractor shall advise the Landscape Architect or Owner's Representative of any site conditions that may affect the layout as shown on the Plans.



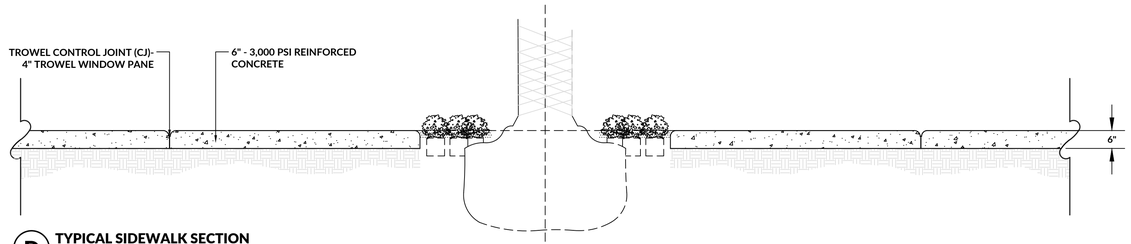
A CONTROL JOINT (CJ) DETAIL
SCALE: ¾" = 1'-0"



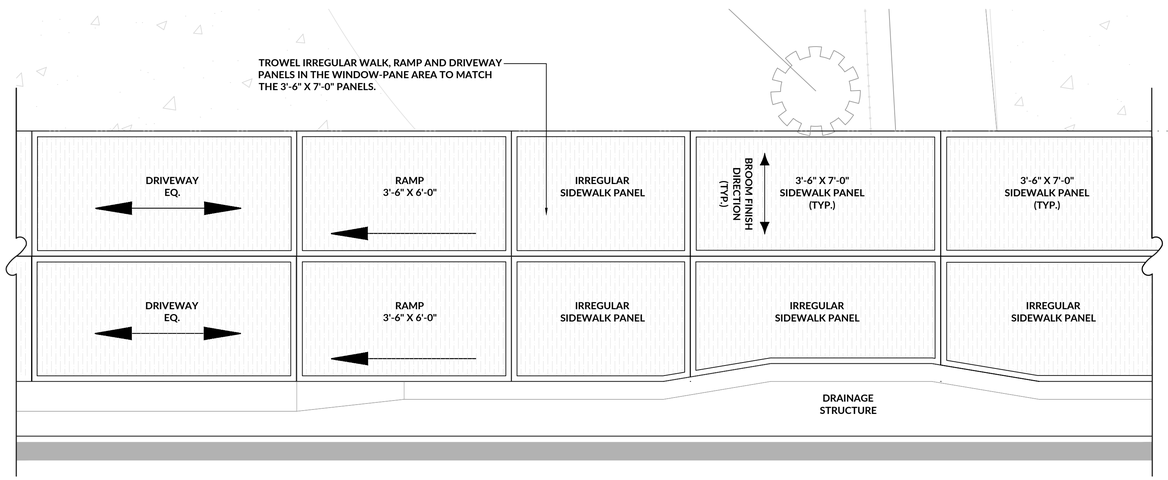
B EXPANSION JOINT (EJ) DETAIL
SCALE: ¾" = 1'-0"



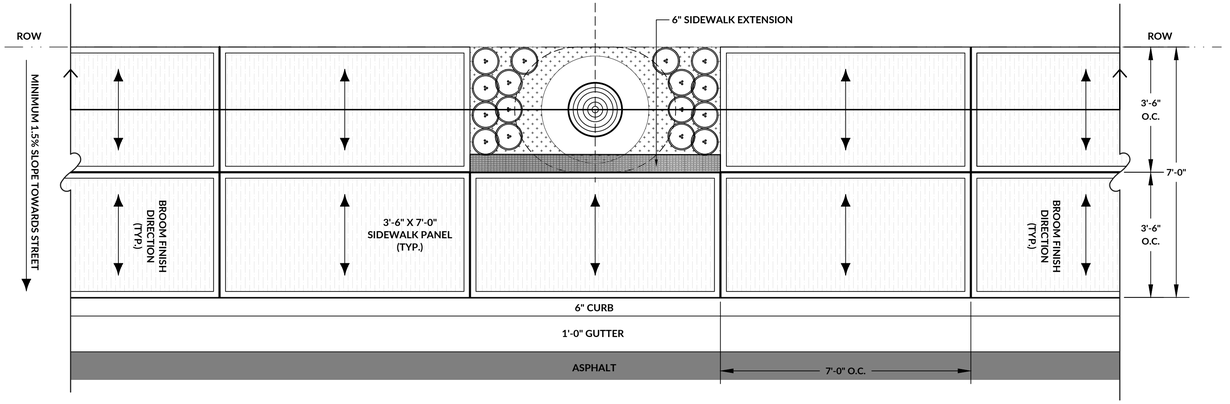
C TYPICAL EXPANSION JOINT & CONTROL JOINT PLAN
SCALE: ¾" = 1'-0"



D TYPICAL SIDEWALK SECTION
SCALE: ¾" = 1'-0"



F IRREGULAR WINDOW-PANE SIDEWALK DETAIL (TYP.)
SCALE: ¾" = 1'-0"



E TYPICAL SIDEWALK PLAN
SCALE: ¾" = 1'-0"

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CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE NOTES & DETAILS

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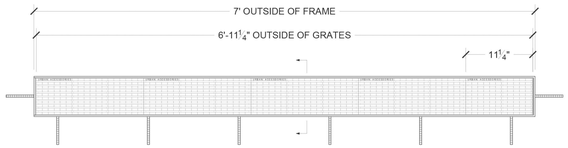
MANUFACTURER DETAILS

This sheet inludes the Manufacturer's Details for the Terrain Frame and Grate. The Contractor shall submit Shop Drawings prior to Order.



Plan - Overall Assembly
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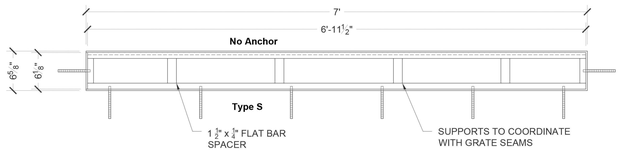
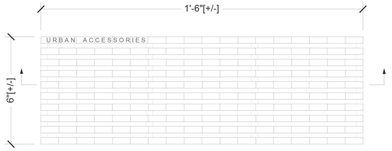
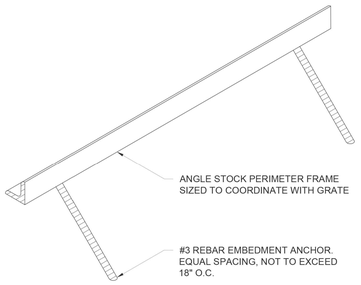


Plan - Frame Assembly
Scale: 1" = 1' 0"



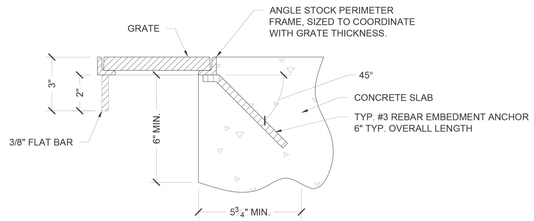
Top (Grate) - Qty. 5
Scale: 3" = 1' 0"



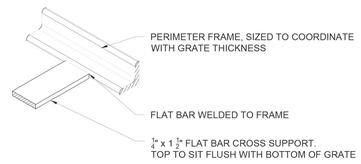
Frame Anchor Detail Isometric
Scale:3" = 1' 0"



Cross Section (Grate)
Scale: 3" = 1' 0"



Typical Frame Cross Section (With Grate)
Scale:3" = 1' 0"



Frame Cross Support Detail Isometric
Scale:3" = 1' 0"

URBAN ACCESSORIES

465 E 15th Street, Tacoma, WA 98421
1.877.487.0488 | 1.253.572.1112

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If you received these documents in mistake please contact sales@urbanaccessories.com.

Project Name	Washington Street
Specified By	Hauber Design
Sales Contact	Brian - Urban Accessories
Project Location	New Smyrna Beach, FL
Page #	1 of 1

Additional Notes:

TERRAIN GRATE

6" x 18" | With Frame

GRATE SPECIFICATIONS

- Material will be high quality 100% gray iron, ASTM A48 class 35b or better, hardness 170-223 brinell (unless specified otherwise; see below).
- Finish will be natural patina of raw material (unless specified otherwise; see below).
- Frame is load rated for pedestrian traffic only (unless specified otherwise; see below).
- **Dimensions are nominal.**

FRAME SPECIFICATIONS

- Frame material will be high quality mild carbon steel, ASTM A36 (unless specified otherwise; see below).
- Finish will be natural patina of raw steel (unless specified otherwise; see below).
- Typical ½" horizontal gap between grate and frame. All visible edges to be ground smooth on outside edges. Frames will be true to square or diameter. Top of grate flush with grade of surrounding topping material (paver, concrete slab, etc.).
- For cases of "or equal" consideration, our finished, full size product should be compared to the alternative product for general quality, surface finish, precise pattern or fabrication work, metal characteristics, and overall design aesthetics.
- **Dimensions are nominal.**

ADDITIONAL NOTES

- Grate is ¾" thick at edge.
- No openings greater than ½", in conformance with ADA Accessibility Guidelines.
- 23.4 sq. in. open area per grate.

DRAWING INFO

Drawn By	NR
Date Drawn	6.20.2024

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CONSTRUCTION PLANS FOR
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SIDEWALK EXTENSION DETAILS

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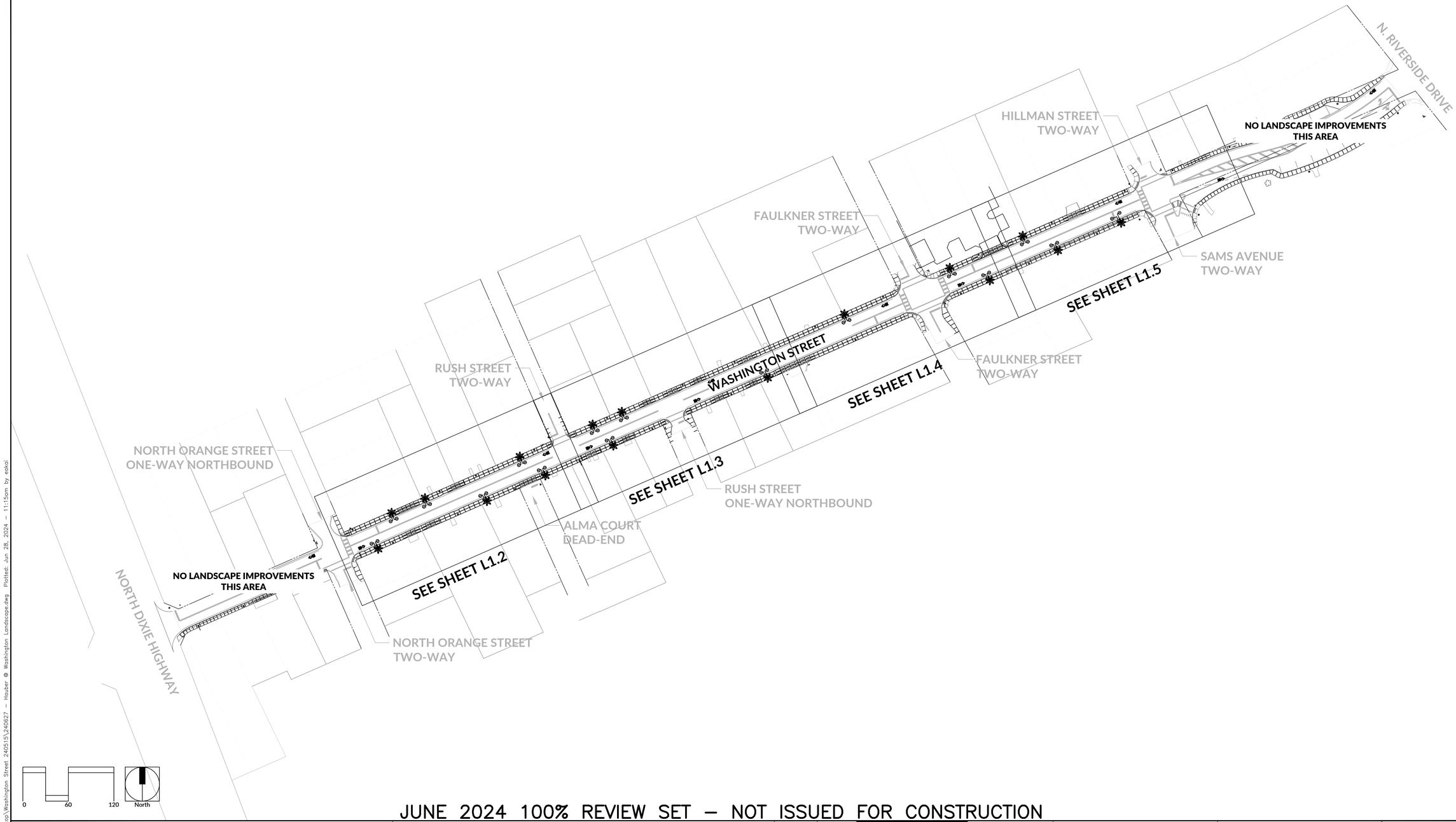

JUNE 2024 100% REVIEW SET – NOT ISSUED FOR CONSTRUCTION

REVISIONS				REVISIONS			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY

HAUBER DESIGN ASSOCIATES, LLC.
LANDSCAPE ARCHITECTURE
LAND PLANNING
DEVELOPMENT DESIGN
hauberdesign.com
Florida License #0001211
Post Office Box 917842
Longwood, Florida 32791
Office # 407.774.2262
Cell # 407.721.2191

CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE SHEET INDEX PLAN

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: L1.1

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PID: 744128000030
OWNER: GRACE HOUSE PREGNANCY

PID: 744128000020
OWNER: WALKER JIMMIE KAYE

PID: 744128000010
OWNER: LYALL WILLIAM F

PID: 744127020060
OWNER: MOORE DAWN MCKENNA

#305
2 STORY

#303
1 STORY

#301
2 STORY

GRAVEL

STREET LIGHT #5

PLANTER #2

PLANTER #3

STREET LIGHT #7

STREET LIGHT #9

PLANTER #5

STREET LIGHT #11

ROW

WASHINGTON STREET

3+00

4+00

5+00

6+00

WASHINGTON STREET CENTER LINE

RUSH STREET

MATCH LINE STA. 6+16 - SEE SHEET L1.3

PLANTER #1

STREET LIGHT #6

STREET LIGHT #8

PLANTER #4

STREET LIGHT #10

PLANTER #6

ALMA COURT

#219
2 STORY

DETACHED GARAGE

#312
1 STORY

#310
1 STORY

#306
1 STORY

PID: 744135000010
OWNER: 1913 HOUSE NSB LLC

PID: 744135000070
OWNER: PIRATE AND MERMAID LLC

PID: 744135000050
OWNER: CONANT JON

PID: 744134000080
OWNER: CHERRY CRAIG D TR

PID: 7441
OWNER: SIWA

0 10 20 North

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM
  - ROW

NOTES:

1. The Hardscape, Landscape, and Irrigation Plans were prepared with the following base information:
   - Allen Engineering Inc. Existing Conditions Survey dated June 1, 2021
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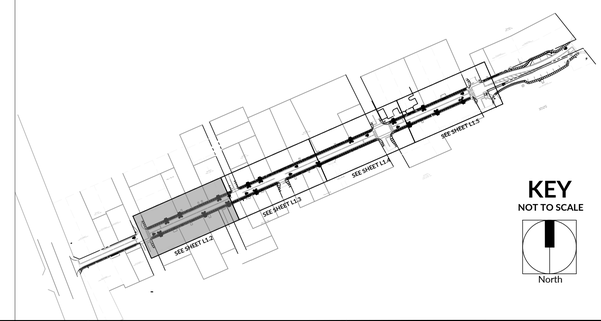

JUNE 2024 100% REVIEW SET – NOT ISSUED FOR CONSTRUCTION

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE PLAN PLANTING PLAN

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
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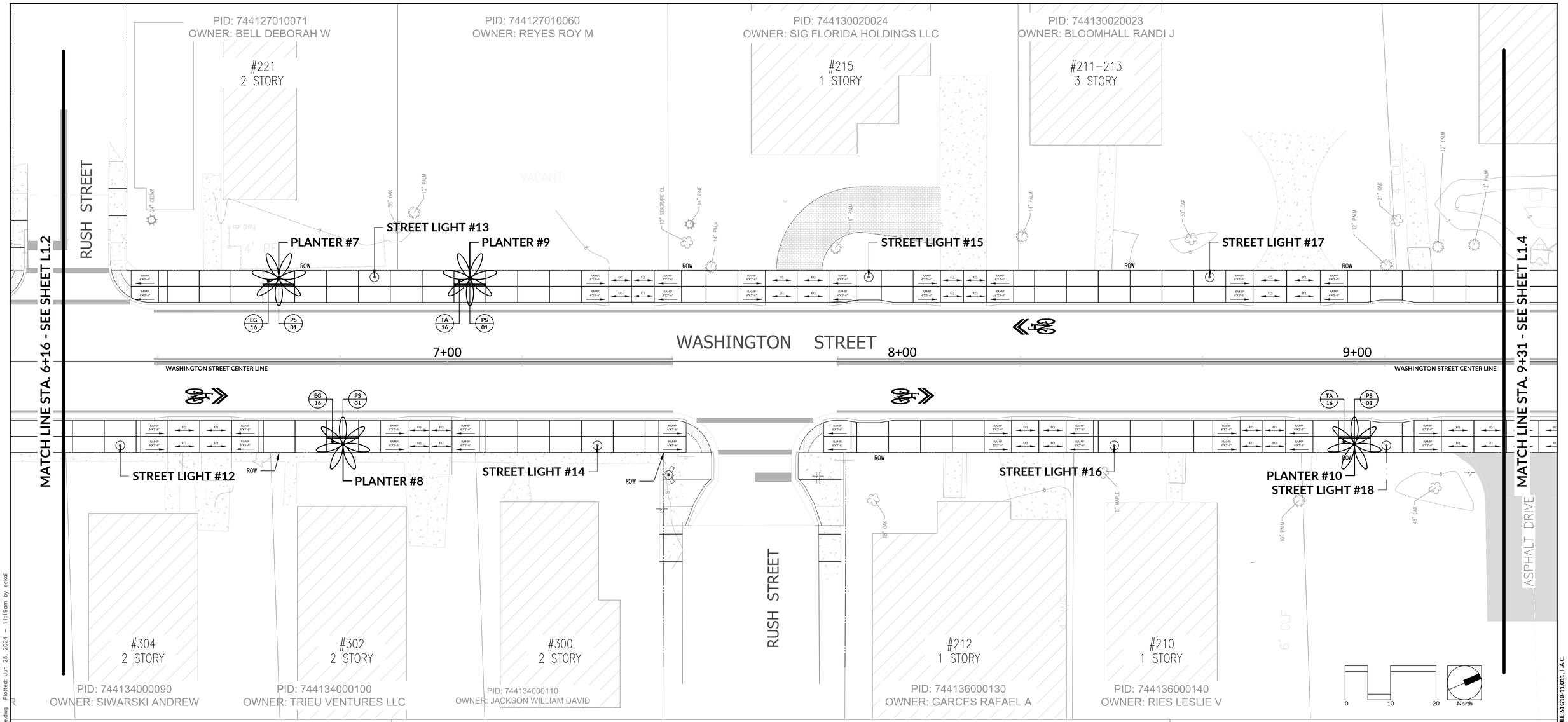
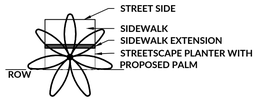


LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



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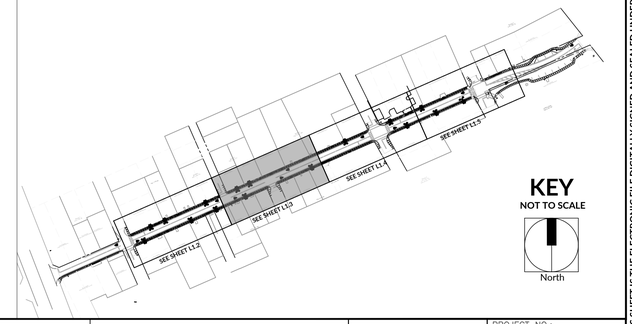

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APPROVED BY

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE PLAN PLANTING PLAN

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: L1.3

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PID: 744130020023
OWNER: BLOOMHALL RANDI J

#203
UNITED CHURCH OF CHRIST

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

FAULKNER STREET

VACANT

MATCH LINE STA. 9+31 - SEE SHEET L1.3

MATCH LINE STA. 12+46 - SEE SHEET L1.5

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

LC 16

PS 01

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

EG 16

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

LEGEND

EXISTING BUILDING

EXISTING PAVERS

EXISTING CONCRETE SURFACES

ASPHALT

PROPOSED PLANTER

STREET SIDE
SIDEWALK
SIDEWALK EXTENSION
STREETSCAPE PLANTER WITH PROPOSED PALM
ROW

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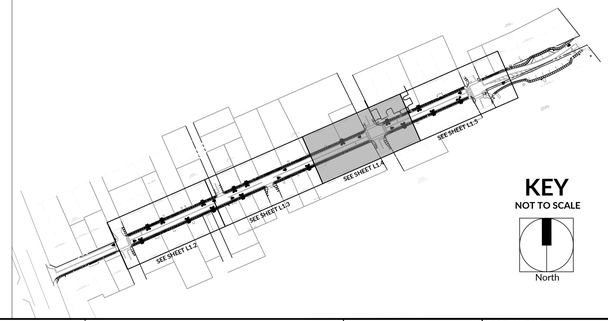

KEY
NOT TO SCALE
North

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE PLAN PLANTING PLAN

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
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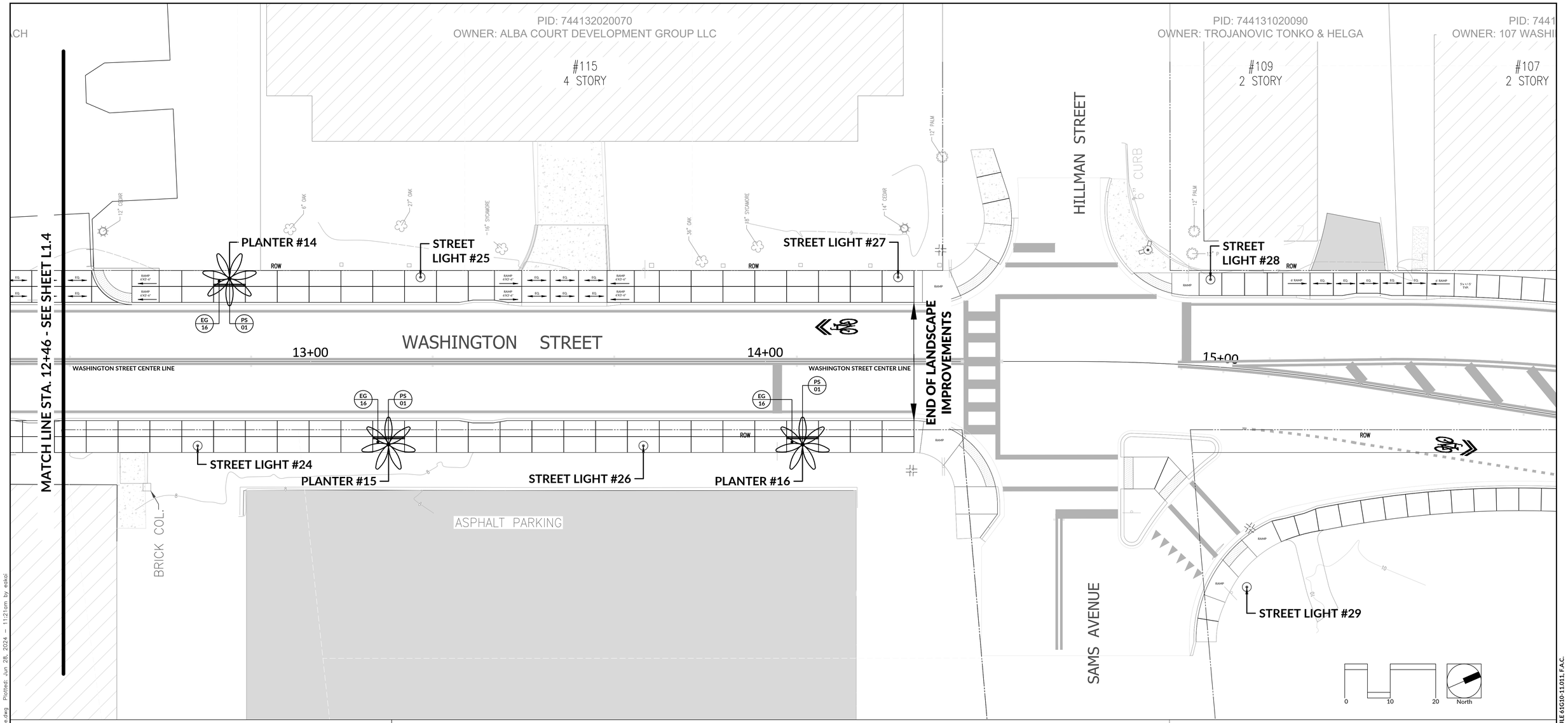
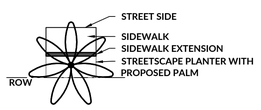


LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



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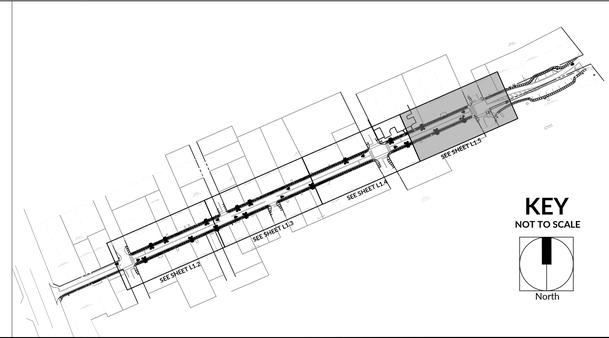

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE PLAN PLANTING PLAN

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SHARON KAY HAUBER, PLA, ASLA
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PROJECT NO.: 17-0213.002
SCALE:
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DRAWING: L1.5

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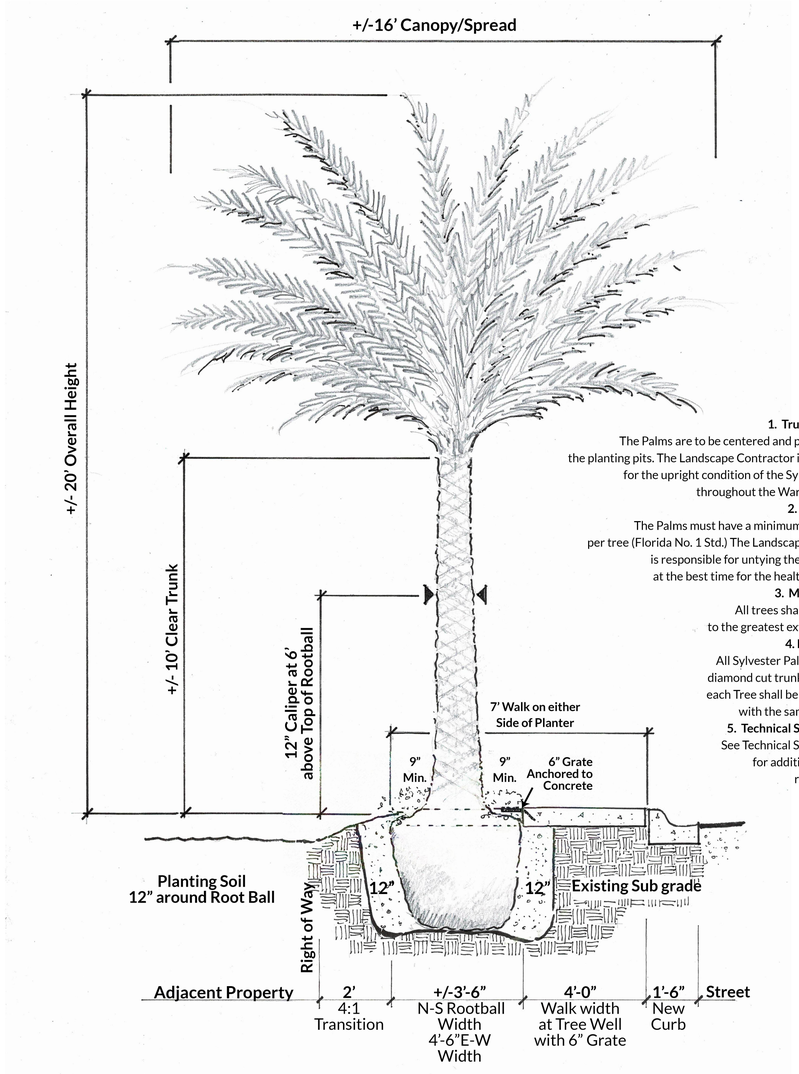


A **SYLVESTER PALM TREE PLANTING DETAIL**
SCALE: 3/4" = 1'-0"

NOTES:

1. Trunk / Rootball
The Palms are to be centered and plumb/level in the planting pits. The Landscape Contractor is responsible for the upright condition of the Sylvester Palms throughout the Warranty Period.

2. Palm Fronds
The Palms must have a minimum of 32 fronds per tree (Florida No. 1 Std.) The Landscape Contractor is responsible for untying the Palm Fronds at the best time for the health of the Tree.

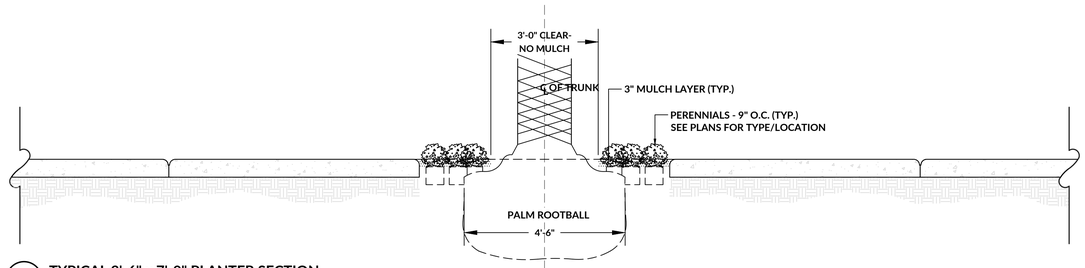
3. Matched Trees
All trees shall be matched to the greatest extent possible.

4. Diamond Cut
All Sylvester Palms shall have diamond cut trunks. The cut on each Tree shall be matched and with the same character.

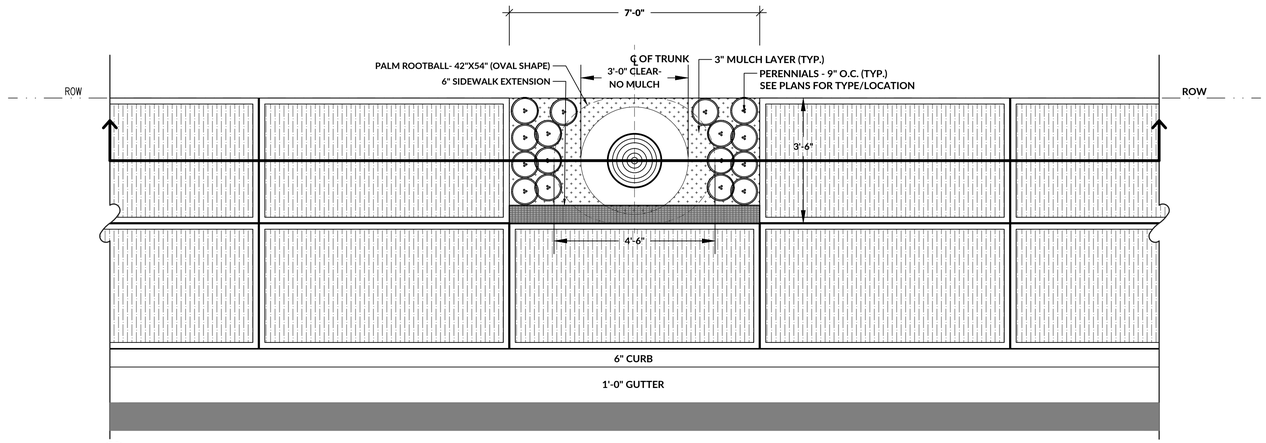
5. Technical Specifications
See Technical Specifications for additional planting requirements.

PLANT LIST

	Sheet L1.2						Sheet L1.3				Sheet L1.4			Sheet L1.5						
Planter #	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	P13	P14	P15	P16	Quantity Totals	Symbol	Botanical Name	Common Name	Size and Specification
Quantities	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	PS	Phoenix sylvestris	Sylvester Palm	10' Clear Trunk; 20' Overall Height; Diamond Cut Straight Trunk; Matched Narrow Spread Palm Trees; Minimum 32 Fronds Maximum Rootball Size 3'-6"x 4'-6" Oval Shaped Rootball.
	16	16	16	16							16	16					96	LC	Lantana camara 'Gold Mound'	Gold Mound Lantana	1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center
					16	16	16	16					16	16	16	16	128	EG	Evolvulus glomerata	Blue Daze	1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center
									16	16							32	TA	Trachelospermum asiaticum	Asiatic Jasmine	1 Gallon Container; Full Trailing Plants; Plant with no mulch; 9" on center
																		MULCH	Mini Pine Bark Nugget Mulch		3-inches all new Planting Areas as Shown.



B **TYPICAL 3'-6" x 7'-0" PLANTER SECTION**
SCALE: 3/4" = 1'-0"



C **TYPICAL 3'-6" x 7'-0" PLANTER PLAN**
SCALE: 3/4" = 1'-0"

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APPROVED BY

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CONSTRUCTION PLANS FOR
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LANDSCAPE PLANT LIST & PLANTING DETAILS

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
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GENERAL LANDSCAPE NOTES AND SPECIFICATIONS

These notes describe the general requirements of the landscape installation. These General Notes are to be combined with the Planting Technical Specifications. The Planting Technical Specifications provide additional detail on the requirements of the Planting and are also a requirement of the Scope of Work.

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING WALKS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BEST MANAGEMENT PRACTICES (BMP) DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. MATERIALS

1. GENERAL

   MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MULCH:	MATERIAL SAMPLE ONE (1) CUBIC FOOT
TOPSOIL MIX:	ONE (1) CUBIC FOOT
PLANTS:	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS
   a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS. INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM THE OWNER OR THE OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.
   b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
   c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO THE ANTICIPATED DATE.

D. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:
2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
   a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.
   b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.
   c. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.
   * WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

F. FERTILIZER

THE CONTRACTOR SHALL PROVIDE A FERTILIZER APPLICATION SCHEDULE TO THE OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. MULCH

1. MULCH SHALL BE MINI PINE BARK NUGGET MULCH FROM LOCAL SOURCES. THE SIZE RANGE SHALL BE A MINIMUM (LESS THAN 25% OR LESS OF VOLUME) FINE PARTICLES 3/8 INCH OR LESS IN SIZE, AND A MAXIMUM SIZE OF INDIVIDUAL PIECES (LARGEST 20% OR LESS OF VOLUME) SHALL BE APPROXIMATELY 1 TO 1-1/2 INCH IN LENGTH.
2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

H. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.
3. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.
4. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

I. CONTAINER GROWN PLANT MATERIAL

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.
4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

J. COLLECTED PLANT MATERIAL

WHEN THE USE OF COLLECTED PLANT MATERIAL IS PERMITTED AS INDICATED BY THE OWNER OR THE OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE PLANT MATERIAL

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. EXISTING TREES

TREES OUTSIDE OF THE RIGHT OF WAY MAY NEED TO BE TRIMMED TO ACCOMMODATE THE PLANTING OF THE SYLVESTER PALM TREES. TRIMMING OF THE OFF-SITE TREES MAY BE COMPLETED PRIOR TO THE LANDSCAPE WORK. ANY TREES REQUIRING TRIMMING DURING THE LANDSCAPE WORK MUST BE DONE BY A CERTIFIED ARBORIST (SEE O.13 FOR PRUNING REQUIREMENTS).

M. PLANT MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO THE OFF-SITE PROPERTY SHALL SLOPE AWAY FROM THE OFF-SITE PROPERTY. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
3. SUBGRADE EXCAVATION: THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, THE CONTRACTOR SHALL USE A POOR DRAINAGE CONDITION PLANTING DETAIL.
4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE THE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

GENERAL LANDSCAPE NOTES AND SPECIFICATIONS (CONT.)

O. PLANTING PROCEDURES (CONT.)

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK Z60.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D OF THESE SPECIFICATIONS.
10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
11. IF REQUIRED FOR PLANT HEALTH, AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER THE MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL THE HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK A MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.,, SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY A CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION D. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT OWNER'S REPRESENTATIVE IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO THE FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER. SODDING WILL ONLY BE REQUIRED IN AREAS DAMAGED OR DISTURBED BY THE PLANTING OF PALMS IN THE SODDED AREAS EAST OF SAMS AVENUE.
2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SODDING
   a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
   b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.
   c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE
   a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL-ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).
   b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON THE COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

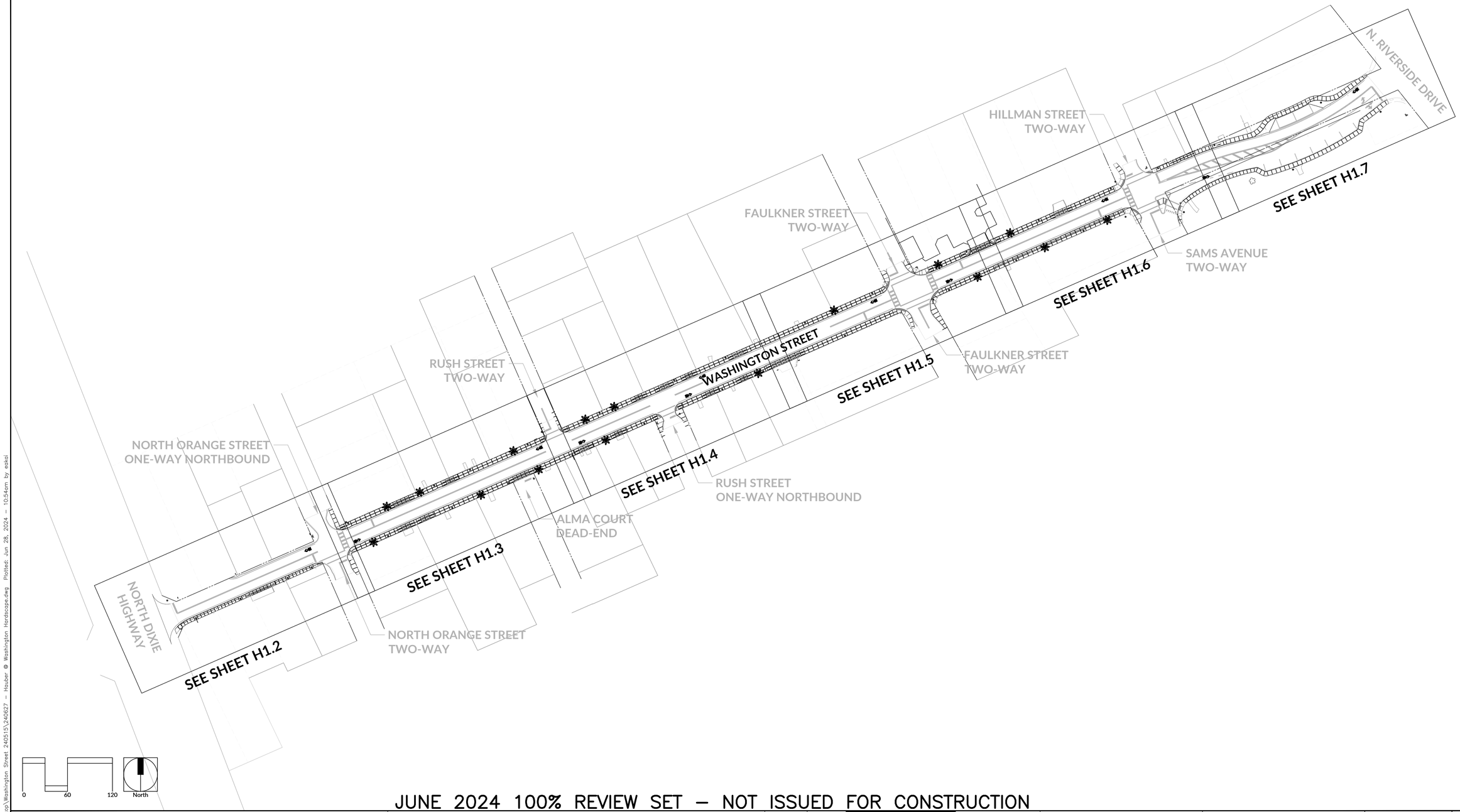
S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PALM TREES SHALL BE WARRANTED BY THE CONTRACTOR FOR THREE (3) YEARS. THE EXTENDED WARRANTY IS TO PROTECT THE OWNER FROM TREES THAT MAY BE INFECTED BY TEXAS PHOENIX PALM DECLINE (TPPD) ALSO KNOWNS AS LETHAL BRONZING DISEASE. ALL PALM TREES MUST BE SOURCED FROM A QUALITY, ESTABLISHED PALM TREE NURSERY WHERE MEASURES ARE TAKEN TO PROTECT THE PALMS FROM INFECTION, NO INFECTED TREES SHALL BE TRANSPORTED AND/OR INSTALLED AT THE PROJECT SITE. ALL SYLVESTER PALMS MUST BE INOCULATED FOR LETHAL BRONZING AT THE SUPPLIER'S NURSERY ON A 4-MONTH SCHEDULE AS RECOMMENDED BY THE UNIVERSITY OF FL/IFAS EXTENSION. THE CONTRACTOR IS RESPONSIBLE FOR INOCULATING THE PALMS ON A 4-MONTH SCHEDULE DURING THE THREE (3) YEAR WARRANTY.

   ALL SHRUBS, GROUNDCOVER, AND SOD INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.
2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION DURING THE WARRANTY PERIOD MUST BE REPLACED WITHIN FIVE (5) BUSINESS DAYS OF NOTICE FROM THE OWNER'S REPRESENTATIVE. ANY PLANT NOT FOUND IN A HEALTH GROWING C



JUNE 2024 100% REVIEW SET – NOT ISSUED FOR CONSTRUCTION

REVISIONS				REVISIONS			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

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DRAWN BY
CHECKED BY
APPROVED BY

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CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE SHEET INDEX PLAN

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.1

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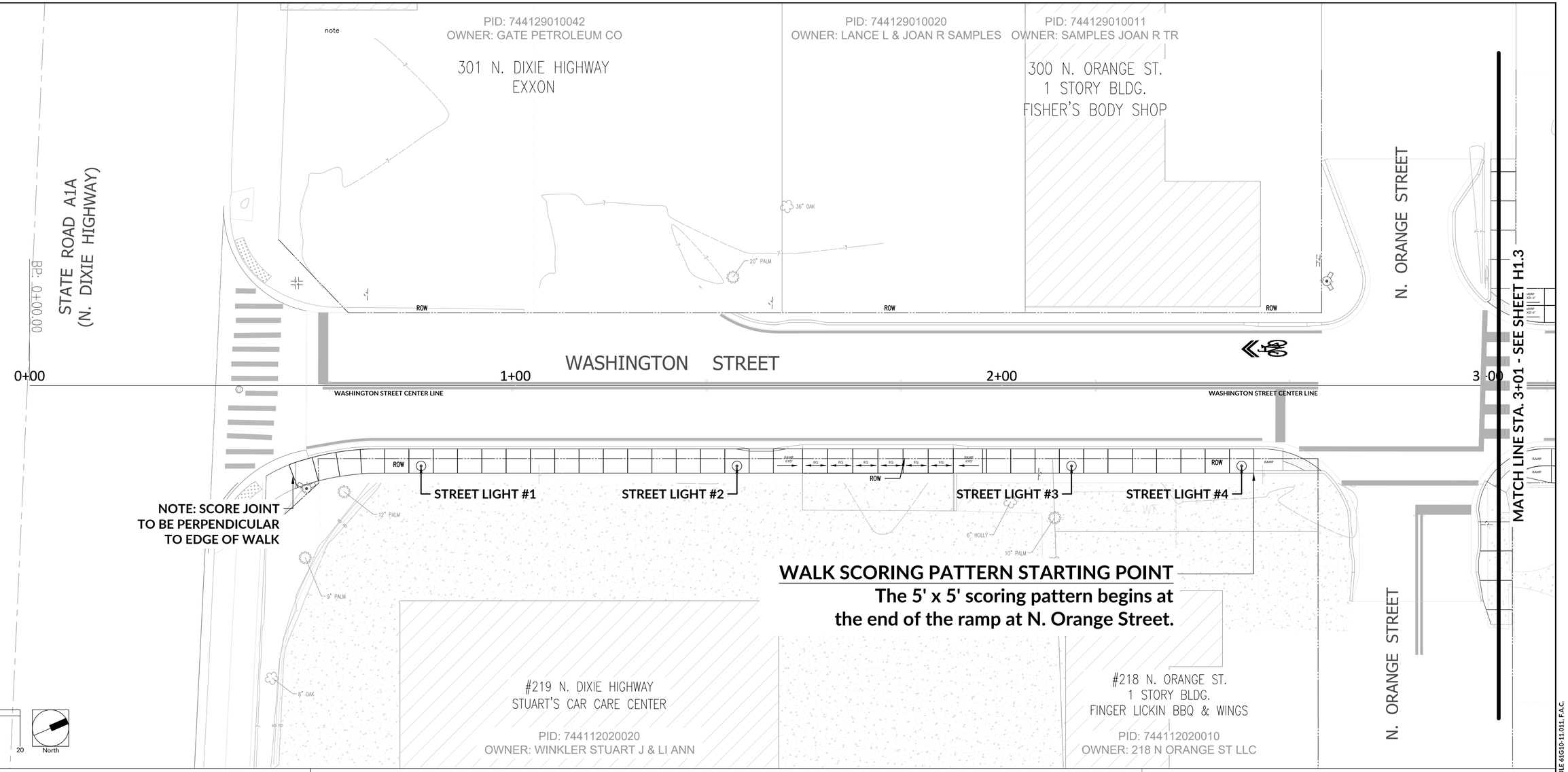
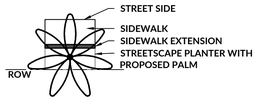


LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



NOTES:

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4. See each Sheet for Walk Score Joint Point of Beginning.
5. There are areas along Washington Street without planters due to conflicts with existing tree canopies adjacent to the Right Of Way, space limitations due to driveway locations, or other conditions.
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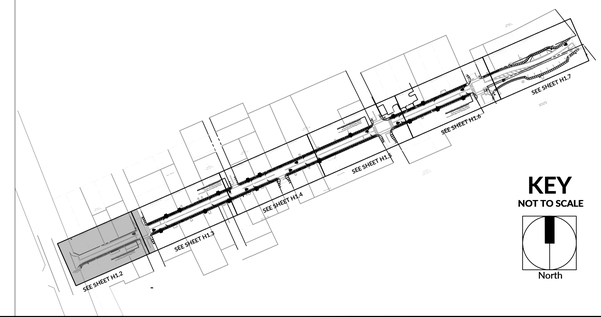

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DRAWN BY
CHECKED BY
APPROVED BY

HAUBER DESIGN ASSOCIATES, LLC.
LANDSCAPE ARCHITECTURE
LAND PLANNING
DEVELOPMENT DESIGN
Post Office Box 917842
Longwood, Florida 32791
Office # 407.774.2262
Cell # 407.721.2191
hauberdesign.com
Florida License #0001211

WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

HARDSCAPE PLAN WALK & PLANTER LAYOUT

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.2

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C:\Users\eokoi\OneDrive\Desktop\Washington Street 2405-15\240627 – Hauber @ Washington Hardscape.dwg Plotted: Jun 28, 2024 – 11:07am by eokoi

PID: 744128000030
OWNER: GRACE HOUSE PREGNANCY

PID: 744128000020
OWNER: WALKER JIMMIE KAYE

PID: 744128000010
OWNER: LYALL WILLIAM F

PID: 744127020060
OWNER: MOORE DAWN MCKENNA

#305
2 STORY

#303
1 STORY

#301
2 STORY

GRAVEL

WALK SCORING PATTERN STARTING POINT
The 3.5' x 7' scoring pattern begins at the end of the ramp at Rush Street.
The score joints align across Washington Street.

STREET LIGHT #5 · PLANTER #2 · PLANTER #3 · STREET LIGHT #7 · STREET LIGHT #9 · PLANTER #5 · STREET LIGHT #11

ROW

RUSH STREET

3+00 · 4+00 · 5+00 · 6+00

WASHINGTON STREET

WASHINGTON STREET CENTER LINE

ALIGN CONTROL JOINTS TYP.

PLANTER #1 · STREET LIGHT #6 · STREET LIGHT #8 · PLANTER #4 · STREET LIGHT #10 · PLANTER #6

#219
2 STORY

DETACHED GARAGE

#312
1 STORY

#310
1 STORY

#306
1 STORY

ALMA COURT

0 10 20 North

PID: 744135000010
OWNER: 1913 HOUSE NSB LLC

PID: 744135000070
OWNER: PIRATE AND MERMAID LLC

PID: 744135000050
OWNER: CONANT JON

PID: 744134000080
OWNER: CHERRY CRAIG D TR

PID: 7441
OWNER: SIWA

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM
  - ROW

NOTES:

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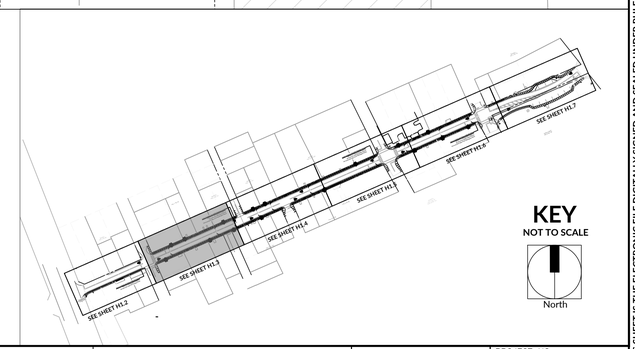

JUNE 2024 100% REVIEW SET – NOT ISSUED FOR CONSTRUCTION

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hauberdesign.com
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Office # 407.774.2262 Cell # 407.721.2191

WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.3

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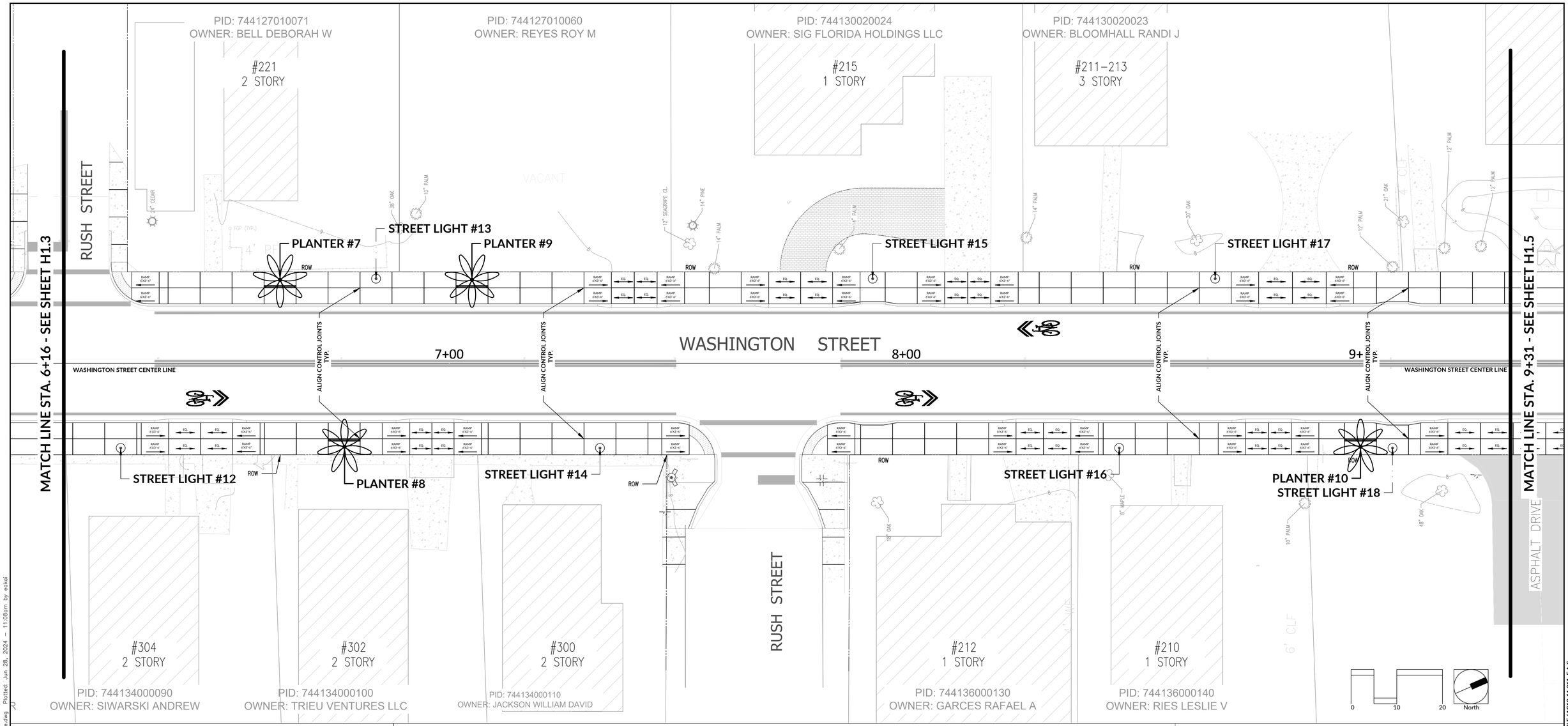
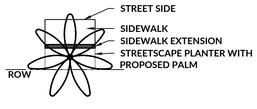


LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



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   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
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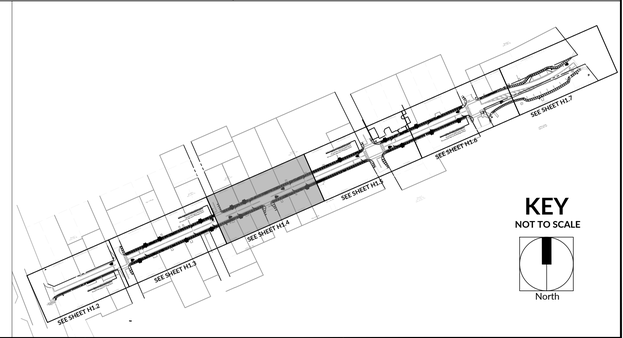

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DRAWN BY
CHECKED BY
APPROVED BY

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
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C:\Users\eskoi\OneDrive\Desktop\Washington Street 240515\240627 – Hauber @ Washington Hardscape.dwg Plotted: Jun 28, 2024 – 11:08am by eskoi

PID: 744130020023
OWNER: BLOOMHALL RANDI J

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

#203
UNITED CHURCH OF CHRIST

WALK SCORING PATTERN STARTING POINT
The 3.5' x 7' scoring pattern begins at the end of the radius at Faulkner Street. The score joints align across Washington Street.

FAULKNER STREET

VACANT

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

ALIGN CONTROL JOINTS TYP.

MATCH LINE STA. 9+31 - SEE SHEET H1.4

MATCH LINE STA. 12+46 - SEE SHEET H1.6

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

FAULKNER STREET

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER
  - STREET SIDE
  - SIDEWALK
  - SIDEWALK EXTENSION
  - STREETSCAPE PLANTER WITH PROPOSED PALM

ROW

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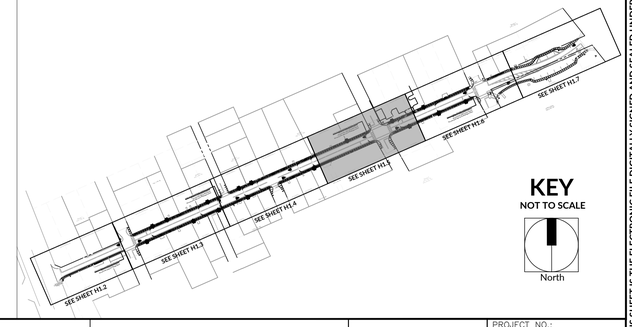

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DRAWN BY
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APPROVED BY

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hauberdesign.com Florida License #0001211

WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

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LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: H1.5

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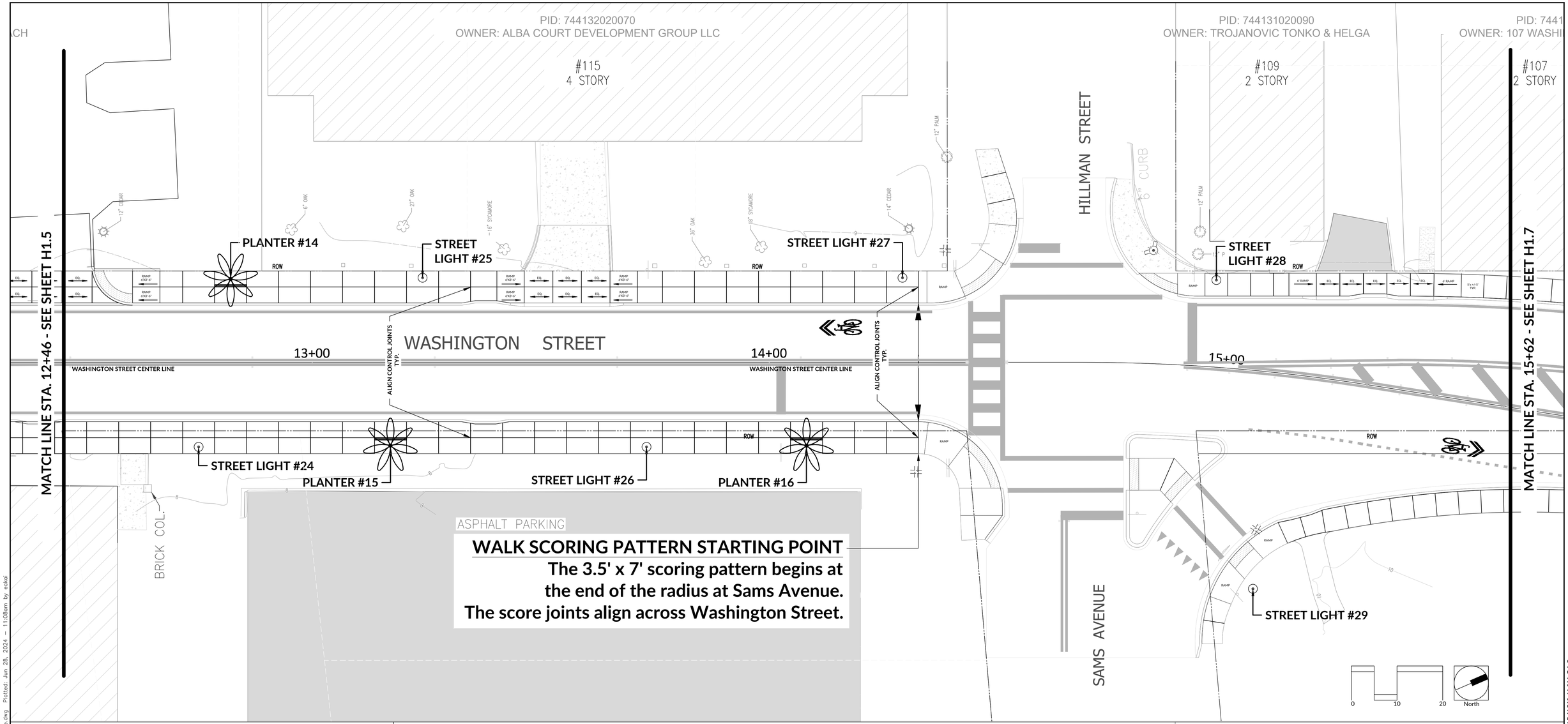

WALK SCORING PATTERN STARTING POINT
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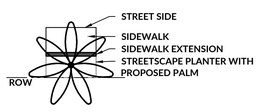
LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



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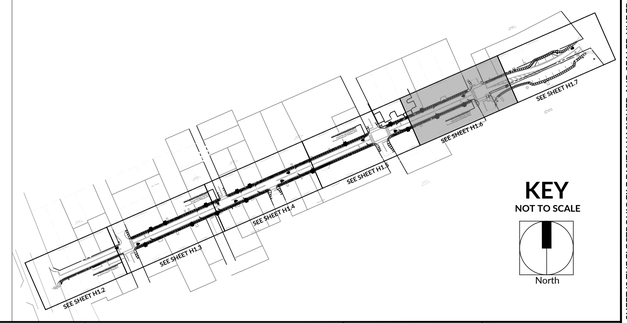

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APPROVED BY

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

HARDSCAPE PLAN WALK & PLANTER LAYOUT

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SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

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PID: 744131020100
OWNER: 107 WASHINGTON STREET LLC

PID: 744131020110
OWNER: MASONIC LODGE NO 149

#107
2 STORY

MATCH LINE STA. 15+62 - SEE SHEET H1.6

STREET LIGHT #30

STREET LIGHT #32

END OF WORK

ROW

WASHINGTON STREET

N. RIVERSIDE DRIVE

16+00

17+00

18+00

END OF WORK

STREET LIGHT #33

STREET LIGHT #31

ASSUMED GRAND OAK LOCATION

CITY PARK

PID: 744133010010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
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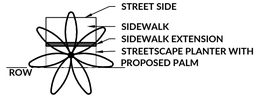
- PROPOSED PLANTER



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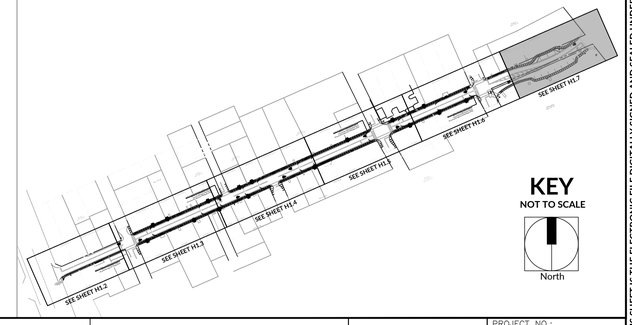

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WASHINGTON STREET STREETSCAPE
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HARDSCAPE PLAN WALK & PLANTER LAYOUT

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

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HARDSCAPE GENERAL NOTES

1. Work Overview - This project includes the construction of a trowel edged walk on either side of Washington Street. Where the walk is 7' wide, the score joints and pattern of the walk align across Washington Street. Where the walk is narrower, at the east and west sides of Washington Street, the score joints are generally equal to the walk width as shown on the plans.

2. Walk Material - The walk is in a 3'-6"x7'-0" gridded, windowpane pattern with a 4" trowel edge. The center of each panel is broom finished as shown on the details. The 5' and 6' walks are broom finished walks in the same direction as the windowpane walk (perpendicular to the curb).

3. Planter Grates - There is a +/-6" x 7' frame and grate on the roadside of each planter area. The purpose of this grate is to widen the walk surface area to 48" on the roadside of each planter area. The grate includes a frame that is anchored into the concrete walk. All grates shall be installed level with the concrete walk. This will include a slight pitch to follow the walk slope. The Contractor shall submit shop drawings for the Owner's Representative prior to ordering.

   Grate Manufacturer:
   Company: Urban Accessories
   Product: Terrain Frame & Grate (See Details Sheet H1.8)
   Product Link: https://urbanaccessories.com/products/grating/trench-grates/terrain/

   Contact: Brian Todhunter
   Email: brian@urbanaccessories.com
   Phone: 253.572.1112

   Grate Material:
   Grate: Nickel Bronze
   Grate Finish: Highlight Patina
   Frame: Stainless Steel
   Frame Finish: Raw

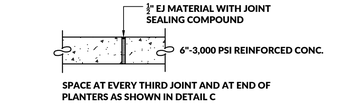
4. Concrete - The concrete shall be 3,000psi concrete as described on the DRMP Paving and Drainage Plans.

5. Grading & Drainage -See the DRMP Grading and Drainage Plans for grading requirements.

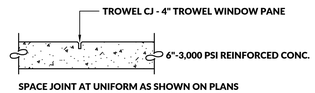
6. Streetlights - Proposed Street Lights are numbered and shown on the Hardscape Plans for reference. See the TLC Electrical Plans for more information.

7. Pre-Construction Meeting - A pre-construction meeting is required before construction begins. This meeting shall be arranged by the General Contractor and shall include the Owner's Representative, the General Contractor, the Concrete Contractor, and any subcontractor as determined by the General Contractor.

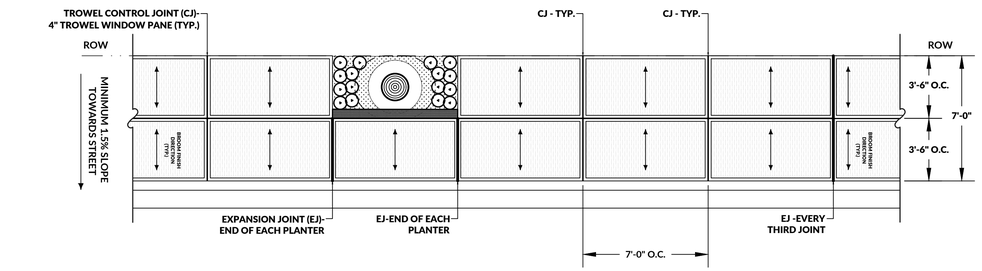
8. Coordination - The General Contractor shall advise the Landscape Architect or Owner's Representative of any site conditions that may affect the layout as shown on the Plans.



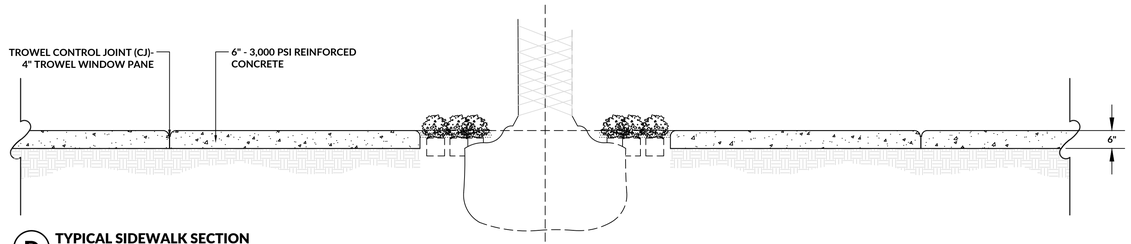
A CONTROL JOINT (CJ) DETAIL
SCALE: ¾" = 1'-0"



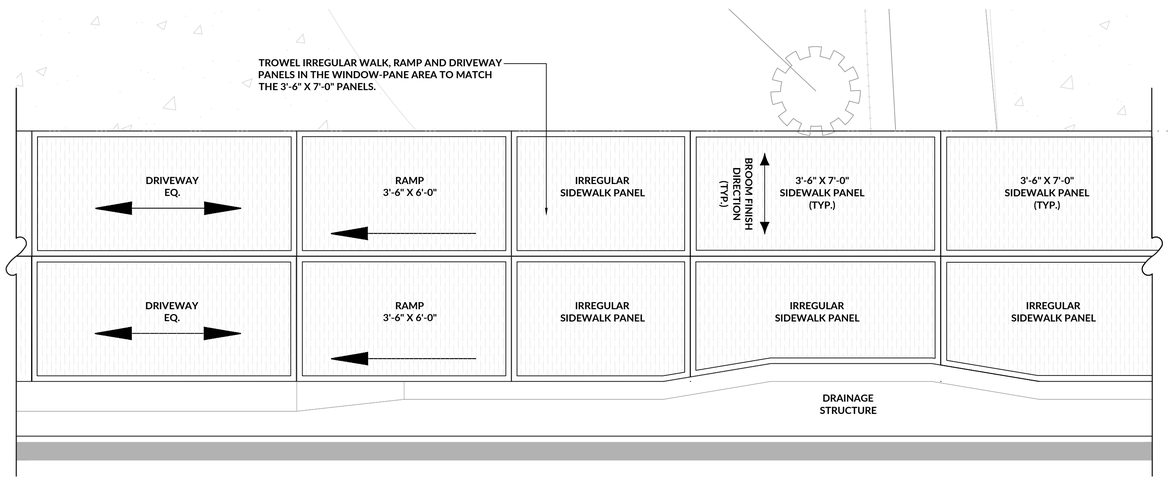
B EXPANSION JOINT (EJ) DETAIL
SCALE: ¾" = 1'-0"



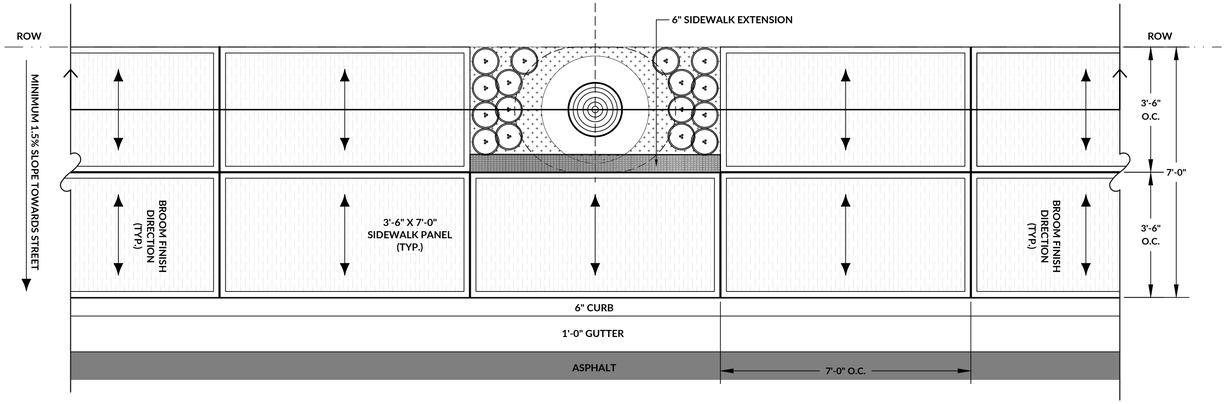
C TYPICAL EXPANSION JOINT & CONTROL JOINT PLAN
SCALE: ¾" = 1'-0"



D TYPICAL SIDEWALK SECTION
SCALE: ¾" = 1'-0"



F IRREGULAR WINDOW-PANE SIDEWALK DETAIL (TYP.)
SCALE: ¾" = 1'-0"



E TYPICAL SIDEWALK PLAN
SCALE: ¾" = 1'-0"

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CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

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HARDSCAPE NOTES & DETAILS

SHARON KAY HAUBER, PLA, ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
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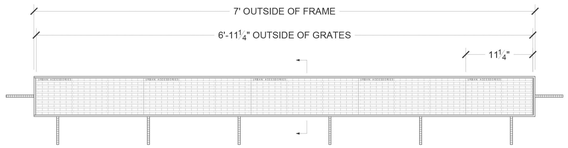
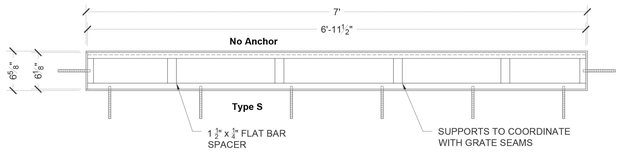
MANUFACTURER DETAILS

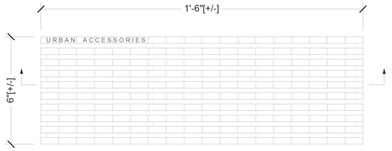
This sheet inludes the Manufacturer's Details for the Terrain Frame and Grate. The Contractor shall submit Shop Drawings prior to Order.



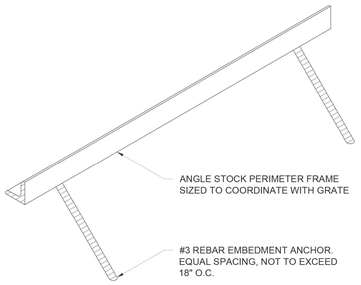
Plan - Overall Assembly
Scale: 1" = 1' 0"



Plan - Frame Assembly
Scale: 1" = 1' 0"



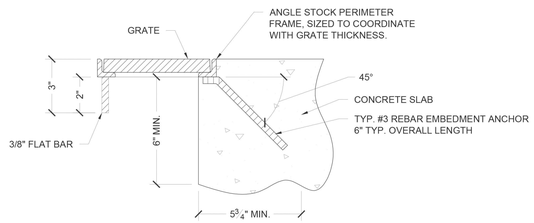
Top (Grate) - Qty. 5
Scale: 3" = 1' 0"



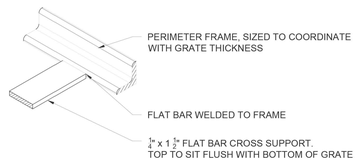
Frame Anchor Detail Isometric
Scale:3" = 1' 0"



Cross Section (Grate)
Scale: 3" = 1' 0"



Typical Frame Cross Section (With Grate)
Scale:3" = 1' 0"



Frame Cross Support Detail Isometric
Scale:3" = 1' 0"

URBAN ACCESSORIES

465 E 15th Street, Tacoma, WA 98421
1.877.487.0488 | 1.253.572.1112

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Project Name	Washington Street
Specified By	Hauber Design
Sales Contact	Brian - Urban Accessories
Project Location	New Smyrna Beach, FL
Page #	1 of 1

Additional Notes:

TERRAIN GRATE

6" x 18" | With Frame

GRATE SPECIFICATIONS

- Material will be high quality 100% gray iron, ASTM A48 class 35b or better, hardness 170-223 brinell (unless specified otherwise; see below).
- Finish will be natural patina of raw material (unless specified otherwise; see below).
- Frame is load rated for pedestrian traffic only (unless specified otherwise; see below).
- **Dimensions are nominal.**

FRAME SPECIFICATIONS

- Frame material will be high quality mild carbon steel, ASTM A36 (unless specified otherwise; see below).
- Finish will be natural patina of raw steel (unless specified otherwise; see below).
- Typical ½" horizontal gap between grate and frame. All visible edges to be ground smooth on outside edges. Frames will be true to square or diameter. Top of grate flush with grade of surrounding topping material (paver, concrete slab, etc.).
- For cases of "or equal" consideration, our finished, full size product should be compared to the alternative product for general quality, surface finish, precise pattern or fabrication work, metal characteristics, and overall design aesthetics.
- **Dimensions are nominal.**

ADDITIONAL NOTES

- Grate is ¾" thick at edge.
- No openings greater than ½", in conformance with ADA Accessibility Guidelines.
- 23.4 sq. in. open area per grate.

DRAWING INFO

Drawn By	NR
Date Drawn	6.20.2024

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CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

SIDEWALK EXTENSION DETAILS

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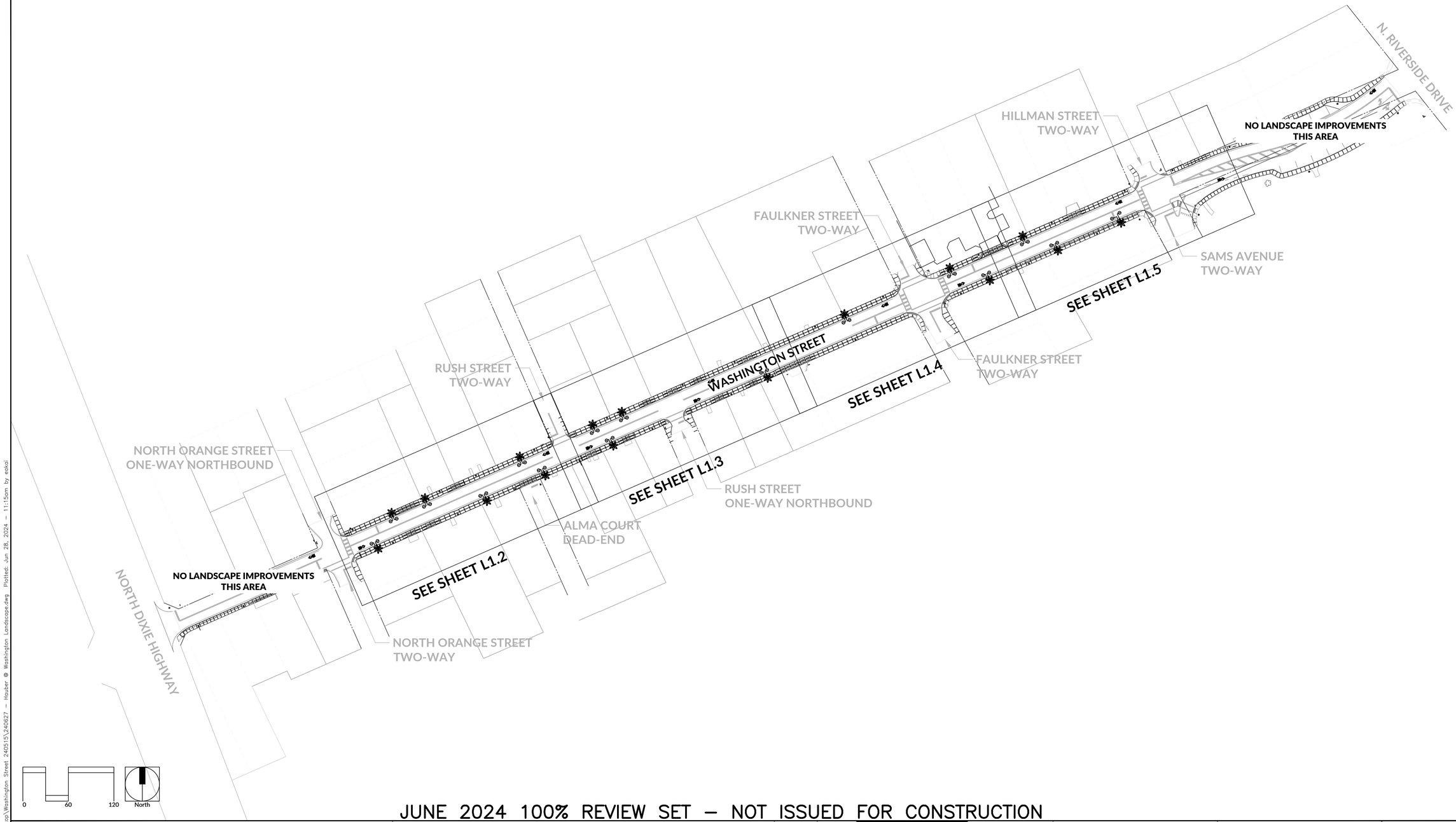

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CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
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LANDSCAPE SHEET INDEX PLAN

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PROJECT NO.: 17-0213.002
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OWNER: GRACE HOUSE PREGNANCY

PID: 744128000020
OWNER: WALKER JIMMIE KAYE

PID: 744128000010
OWNER: LYALL WILLIAM F

PID: 744127020060
OWNER: MOORE DAWN MCKENNA

#305
2 STORY

#303
1 STORY

#301
2 STORY

GRAVEL

STREET LIGHT #5 | PLANTER #2 | PLANTER #3 | STREET LIGHT #7 | STREET LIGHT #9 | PLANTER #5 | STREET LIGHT #11

ROW

WASHINGTON STREET

3+00 | 4+00 | 5+00 | 6+00

WASHINGTON STREET CENTER LINE

RUSH STREET

MATCH LINE STA. 6+16 - SEE SHEET L1.3

PLANTER #1 | STREET LIGHT #6 | STREET LIGHT #8 | PLANTER #4 | STREET LIGHT #10 | PLANTER #6

#219
2 STORY

DETACHED GARAGE

#312
1 STORY

#310
1 STORY

ALMA COURT

#306
1 STORY

PID: 744135000010
OWNER: 1913 HOUSE NSB LLC

PID: 744135000070
OWNER: PIRATE AND MERMAID LLC

PID: 744135000050
OWNER: CONANT JON

PID: 744134000080
OWNER: CHERRY CRAIG D TR

PID: 7441
OWNER: SIWA

0 10 20 North

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER (STREET SIDE, SIDEWALK, SIDEWALK EXTENSION, STREETSCAPE PLANTER WITH PROPOSED PALM, ROW)

NOTES:

1. The Hardscape, Landscape, and Irrigation Plans were prepared with the following base information:
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   - DRMP Civil Engineering Construction Plans dated May 17, 2024
   - TLC Engineering Solutions Site Electrical Plans dated February 13, 2024
   - AutoCAD 2024 GIS Coordinate System and Satellite Imagery

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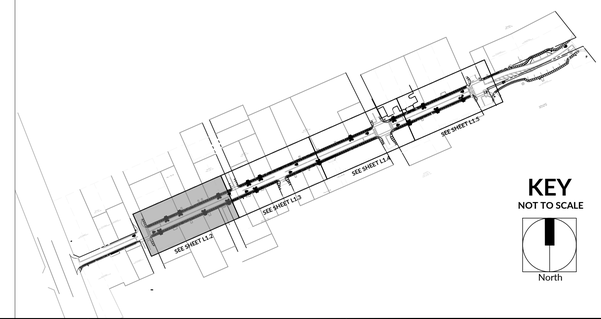

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE PLAN PLANTING PLAN

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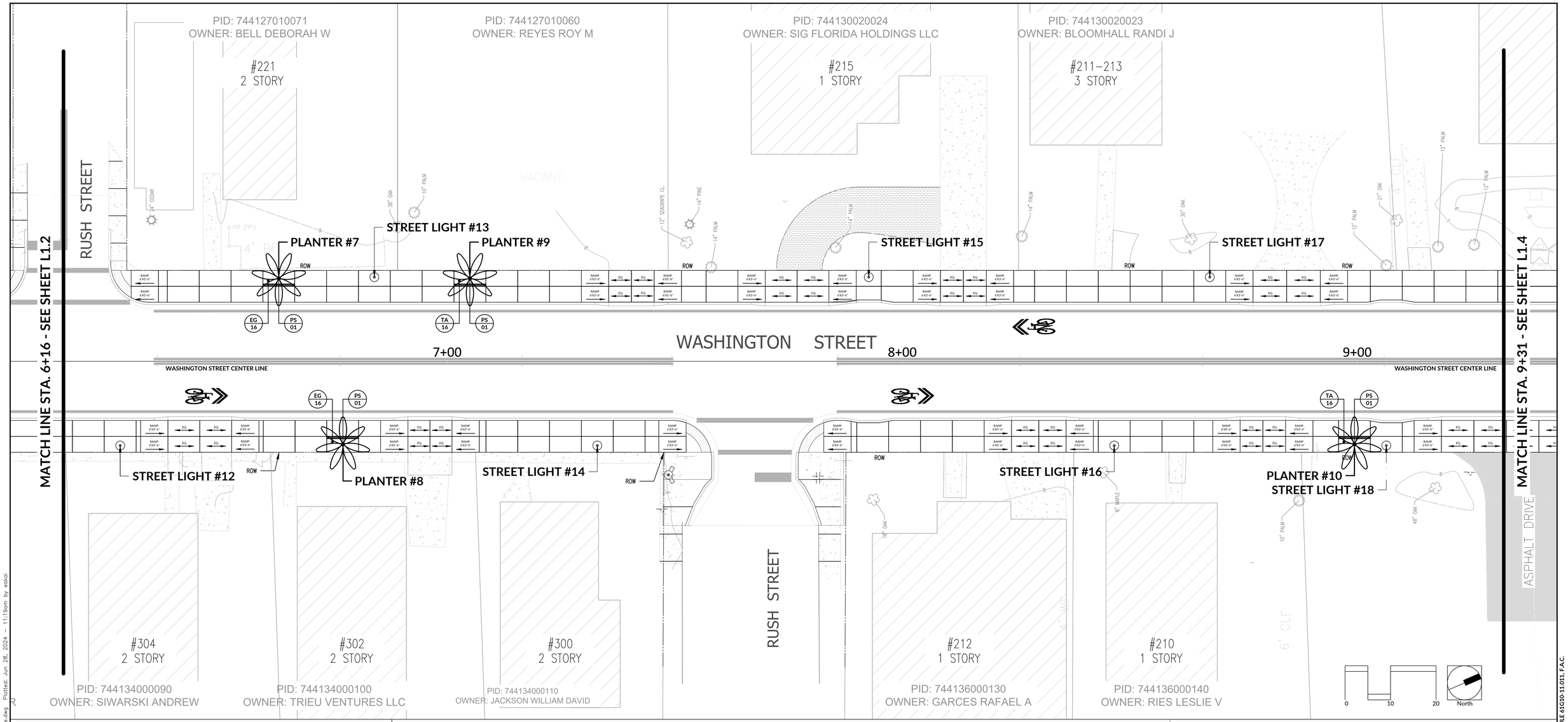
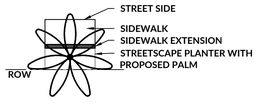


LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
- ASPHALT
- PROPOSED PLANTER



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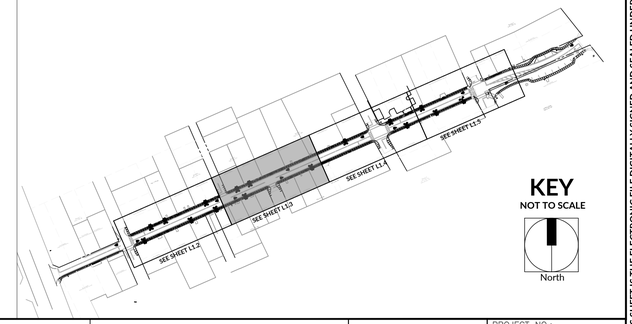

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE PLAN PLANTING PLAN

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PID: 744130020023
OWNER: BLOOMHALL RANDI J

#203
UNITED CHURCH OF CHRIST

PID: 744130020022
OWNER: UNITED CHURCH OF CHRIST

PID: 744132030040
OWNER: CITY OF NEW SMYRNA BEACH

FAULKNER STREET

VACANT

MATCH LINE STA. 9+31 - SEE SHEET L1.3

MATCH LINE STA. 12+46 - SEE SHEET L1.5

STREET LIGHT #19

PLANTER #11

STREET LIGHT #21

PLANTER #12

STREET LIGHT #23

ROW

LC 16

PS 01

WASHINGTON STREET

10+00

11+00

12+00

WASHINGTON STREET CENTER LINE

EG 16

STREET LIGHT #20

STREET LIGHT #22

PLANTER #13

ASPHALT DRIVE

ASPHALT PARKING

ASPHALT PARKING

#200
FIRST NSB CHURCH

PID: 744114010010
OWNER: FIRST BAPTIST CHURCH OF NSB

FIRST BAPTIST CHURCH
2 STORY

PID: 744133030010
OWNER: CITY OF NEW SMYRNA BEACH

0 10 20 North

LEGEND

EXISTING BUILDING

EXISTING PAVERS

EXISTING CONCRETE SURFACES

ASPHALT

PROPOSED PLANTER

STREET SIDE
SIDEWALK
SIDEWALK EXTENSION
STREETSCAPE PLANTER WITH PROPOSED PALM
ROW

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WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

LANDSCAPE PLAN PLANTING PLAN

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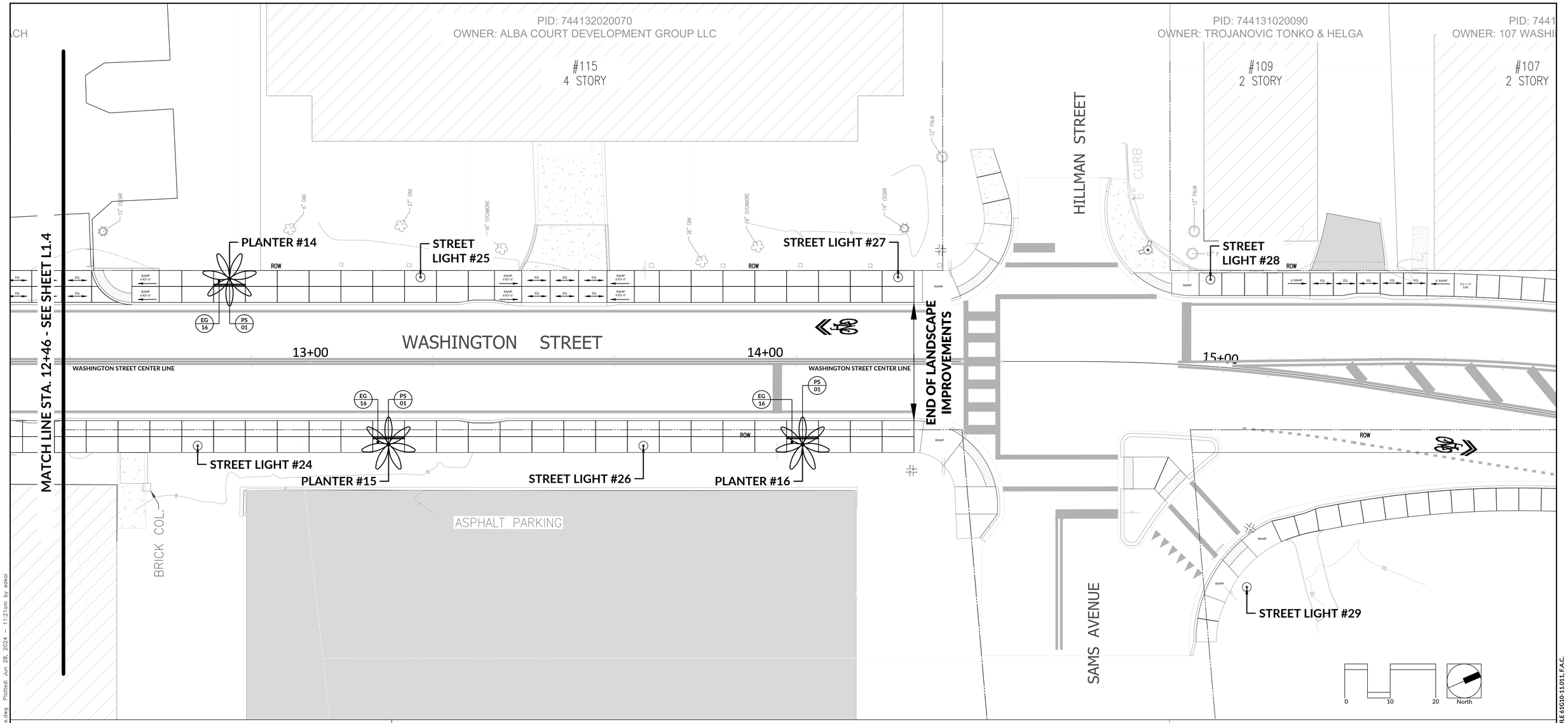

LEGEND

- EXISTING BUILDING
- EXISTING PAVERS
- EXISTING CONCRETE SURFACES
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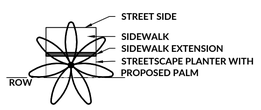
- PROPOSED PLANTER



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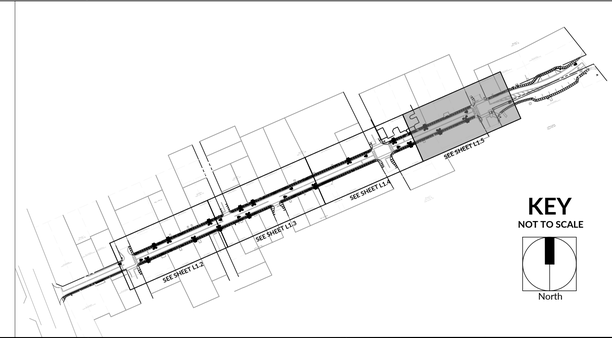

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WASHINGTON STREET STREETSCAPE
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LANDSCAPE PLAN PLANTING PLAN

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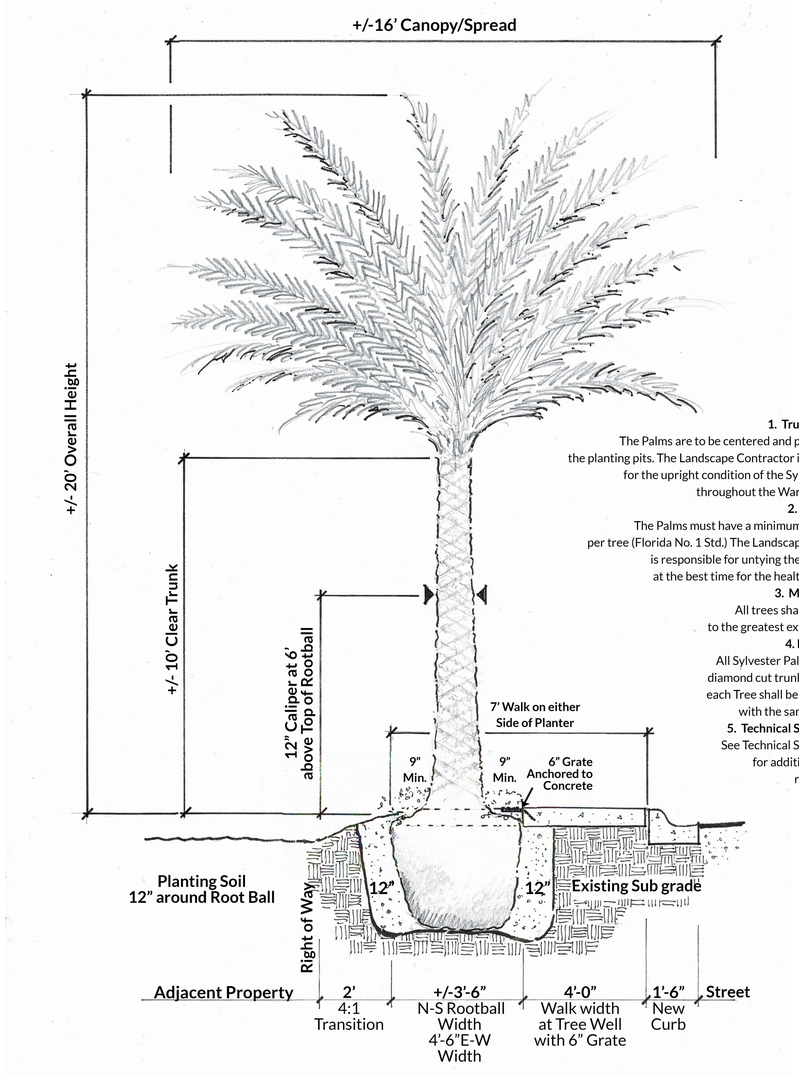


A **SYLVESTER PALM TREE PLANTING DETAIL**
SCALE: 3/4" = 1'-0"

NOTES:

1. Trunk / Rootball
The Palms are to be centered and plumb/level in the planting pits. The Landscape Contractor is responsible for the upright condition of the Sylvester Palms throughout the Warranty Period.

2. Palm Fronds
The Palms must have a minimum of 32 fronds per tree (Florida No. 1 Std.) The Landscape Contractor is responsible for untying the Palm Fronds at the best time for the health of the Tree.

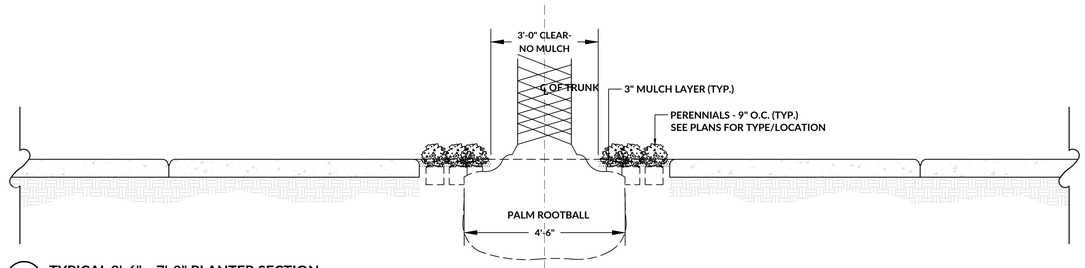
3. Matched Trees
All trees shall be matched to the greatest extent possible.

4. Diamond Cut
All Sylvester Palms shall have diamond cut trunks. The cut on each Tree shall be matched and with the same character.

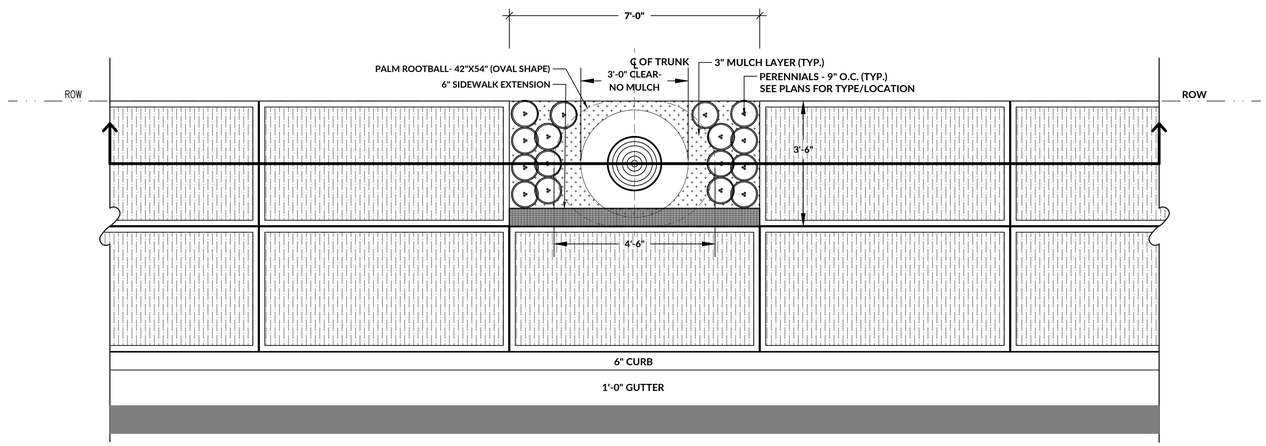
5. Technical Specifications
See Technical Specifications for additional planting requirements.

PLANT LIST

	Sheet L1.2						Sheet L1.3				Sheet L1.4			Sheet L1.5						
Planter #	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10	P11	P12	P13	P14	P15	P16	Quantity Totals	Symbol	Botanical Name	Common Name	Size and Specification
Quantities	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	PS	Phoenix sylvestris	Sylvester Palm	10' Clear Trunk; 20' Overall Height; Diamond Cut Straight Trunk; Matched Narrow Spread Palm Trees; Minimum 32 Fronds Maximum Rootball Size 3'-6"x 4'-6" Oval Shaped Rootball.
	16	16	16	16							16	16					96	LC	Lantana camara 'Gold Mound'	Gold Mound Lantana	1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center
					16	16	16	16					16	16	16	16	128	EG	Evolvulus glomerata	Blue Daze	1 Gallon Container; Full and Bushy Plant with Flowers; 9" on center
									16	16							32	TA	Trachelospermum asiaticum	Asiatic Jasmine	1 Gallon Container; Full Trailing Plants; Plant with no mulch; 9" on center
																		MULCH	Mini Pine Bark Nugget Mulch		3-inches all new Planting Areas as Shown.



B **TYPICAL 3'-6" x 7'-0" PLANTER SECTION**
SCALE: 3/4" = 1'-0"



C **TYPICAL 3'-6" x 7'-0" PLANTER PLAN**
SCALE: 3/4" = 1'-0"

JUNE 2024 100% REVIEW SET – NOT ISSUED FOR CONSTRUCTION

REVISIONS				REVISIONS			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY

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CONSTRUCTION PLANS FOR
WASHINGTON STREET STREETSCAPE
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

LANDSCAPE PLANT LIST & PLANTING DETAILS

SHARON KAY HAUBER, PLA. ASLA
LICENSE # 0001211

PROJECT NO.: 17-0213.002
SCALE:
DATE: JUNE, 2024
DRAWING: L1.6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

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GENERAL LANDSCAPE NOTES AND SPECIFICATIONS

These notes describe the general requirements of the landscape installation. These General Notes are to be combined with the Planting Technical Specifications. The Planting Technical Specifications provide additional detail on the requirements of the Planting and are also a requirement of the Scope of Work.

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING WALKS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BEST MANAGEMENT PRACTICES (BMP) DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. MATERIALS

1. GENERAL

   MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MULCH:	MATERIAL SAMPLE ONE (1) CUBIC FOOT
TOPSOIL MIX:	ONE (1) CUBIC FOOT
PLANTS:	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS
   a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS. INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM THE OWNER OR THE OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.
   b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
   c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO THE ANTICIPATED DATE.

D. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:
2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
   a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.
   b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.
   c. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.
   * WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

F. FERTILIZER

THE CONTRACTOR SHALL PROVIDE A FERTILIZER APPLICATION SCHEDULE TO THE OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. MULCH

1. MULCH SHALL BE MINI PINE BARK NUGGET MULCH FROM LOCAL SOURCES. THE SIZE RANGE SHALL BE A MINIMUM (LESS THAN 25% OR LESS OF VOLUME) FINE PARTICLES 3/8 INCH OR LESS IN SIZE, AND A MAXIMUM SIZE OF INDIVIDUAL PIECES (LARGEST 20% OR LESS OF VOLUME) SHALL BE APPROXIMATELY 1 TO 1-1/2 INCH IN LENGTH.
2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

H. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.
3. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.
4. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

I. CONTAINER GROWN PLANT MATERIAL

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.
4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

J. COLLECTED PLANT MATERIAL

WHEN THE USE OF COLLECTED PLANT MATERIAL IS PERMITTED AS INDICATED BY THE OWNER OR THE OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE PLANT MATERIAL

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. EXISTING TREES

TREES OUTSIDE OF THE RIGHT OF WAY MAY NEED TO BE TRIMMED TO ACCOMMODATE THE PLANTING OF THE SYLVESTER PALM TREES. TRIMMING OF THE OFF-SITE TREES MAY BE COMPLETED PRIOR TO THE LANDSCAPE WORK. ANY TREES REQUIRING TRIMMING DURING THE LANDSCAPE WORK MUST BE DONE BY A CERTIFIED ARBORIST (SEE O.13 FOR PRUNING REQUIREMENTS).

M. PLANT MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO THE OFF-SITE PROPERTY SHALL SLOPE AWAY FROM THE OFF-SITE PROPERTY. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
3. SUBGRADE EXCAVATION: THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, THE CONTRACTOR SHALL USE A POOR DRAINAGE CONDITION PLANTING DETAIL.
4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE THE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

GENERAL LANDSCAPE NOTES AND SPECIFICATIONS (CONT.)

O. PLANTING PROCEDURES (CONT.)

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK Z60.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D OF THESE SPECIFICATIONS.
10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
11. IF REQUIRED FOR PLANT HEALTH, AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER THE MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL THE HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK A MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY A CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION D. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT OWNER'S REPRESENTATIVE IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO THE FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER. SODDING WILL ONLY BE REQUIRED IN AREAS DAMAGED OR DISTURBED BY THE PLANTING OF PALMS IN THE SODDED AREAS EAST OF SAMS AVENUE.
2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SODDING
   a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
   b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.
   c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE
   a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL-ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).
   b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON THE COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

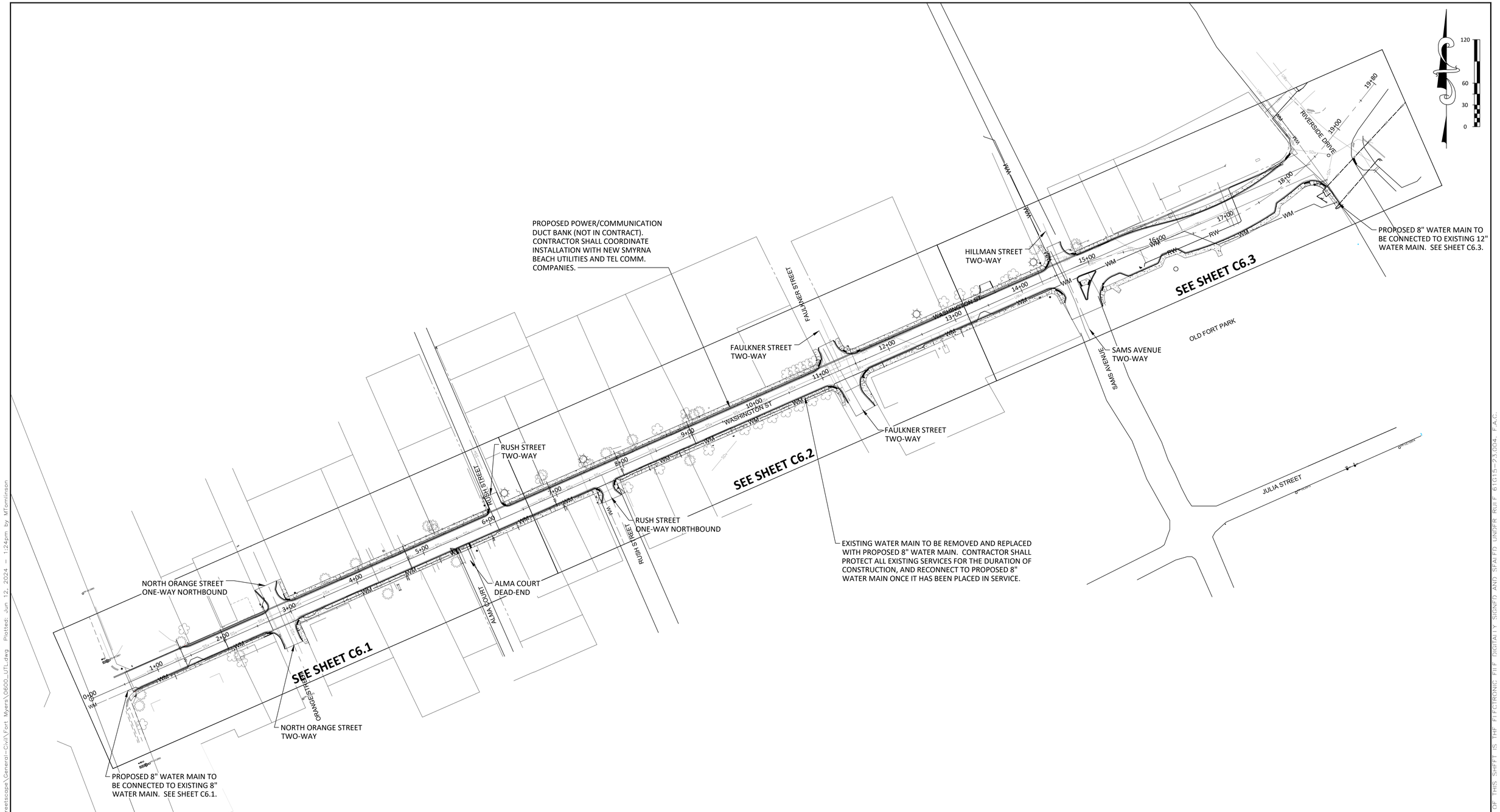
S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PALM TREES SHALL BE WARRANTED BY THE CONTRACTOR FOR THREE (3) YEARS. THE EXTENDED WARRANTY IS TO PROTECT THE OWNER FROM TREES THAT MAY BE INFECTED BY TEXAS PHOENIX PALM DECLINE (TPPD) ALSO KNOWNS AS LETHAL BRONZING DISEASE. ALL PALM TREES MUST BE SOURCED FROM A QUALITY, ESTABLISHED PALM TREE NURSERY WHERE MEASURES ARE TAKEN TO PROTECT THE PALMS FROM INFECTION, NO INFECTED TREES SHALL BE TRANSPORTED AND/OR INSTALLED AT THE PROJECT SITE. ALL SYLVESTER PALMS MUST BE INOCULATED FOR LETHAL BRONZING AT THE SUPPLIER'S NURSERY ON A 4-MONTH SCHEDULE AS RECOMMENDED BY THE UNIVERSITY OF FL/IFAS EXTENSION. THE CONTRACTOR IS RESPONSIBLE FOR INOCULATING THE PALMS ON A 4-MONTH SCHEDULE DURING THE THREE (3) YEAR WARRANTY.

   ALL SHRUBS, GROUNDCOVER, AND SOD INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.
2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION DURING THE WARRANTY PERIOD MUST BE REPLACED WITHIN FIVE (5) BUSINESS DAYS OF NOTICE FROM THE OWNER'S REPRESENTATIVE. ANY PLANT NOT FOUND IN A HEALTH GROWING COND



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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

OVERALL UTILITIES PLAN

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE: 1" = 60'
DATE: JUNE, 2024
DRAWING: C6.0

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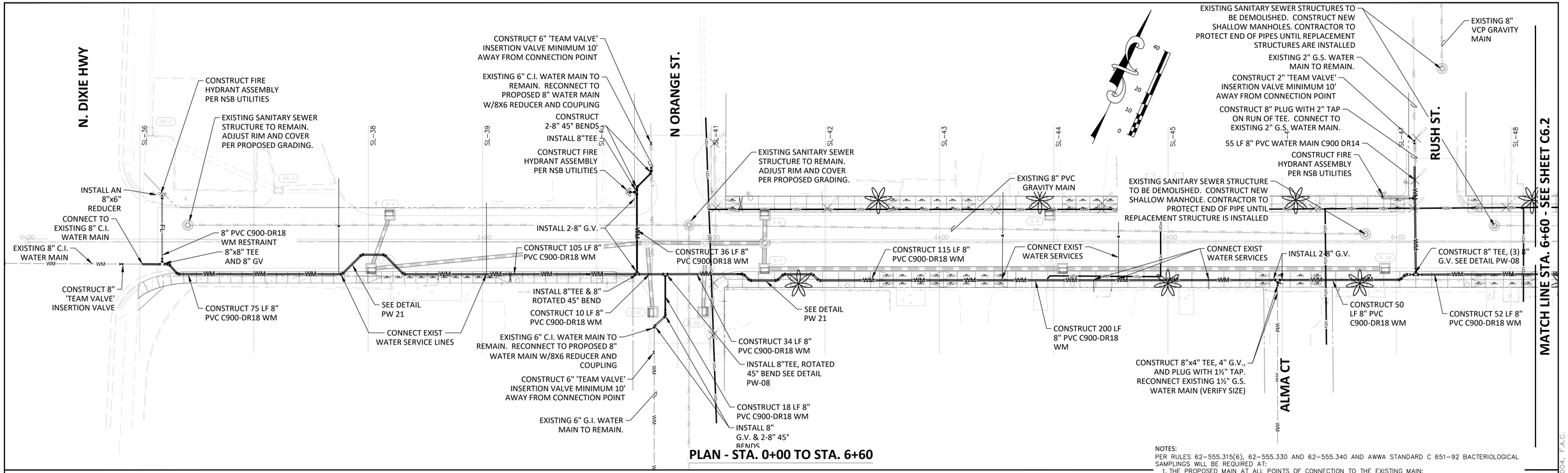
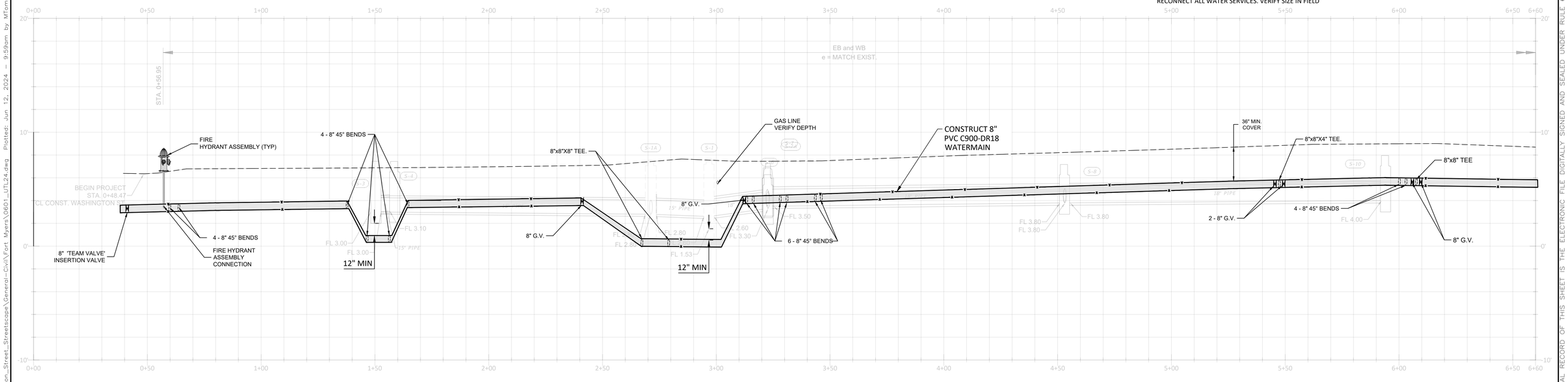


PLAN - STA. 0+00 TO STA. 6+60

NOTES:
PER RULES 62-555.315(6), 62-555.330 AND 62-555.340 AND AWWA STANDARD C 651-92 BACTERIOLOGICAL SAMPLINGS WILL BE REQUIRED AT:
1. THE PROPOSED MAIN AT ALL POINTS OF CONNECTION TO THE EXISTING MAIN;
2. AT ALL TERMINAL ENDS OF THE PROPOSED WATER MAINS;
3. ON STRAIGHT RUN OF PIPES BETWEEN TWO ISOLATION VALVES AND MAXIMUM INTERVAL BETWEEN TWO SAMPLING LOCATIONS SHALL BE 1,200-FT; AND
4. BEGINNING AND END OF LINES FOR EACH SEGMENT TO BE PARTIALLY COMPLETED/CLEARED.

RECONNECT ALL WATER SERVICES. VERIFY SIZE IN FIELD



PROFILE - STA. 0+00 TO STA. 6+60

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UTILITIES PLAN AND PROFILE STA. 0+00 TO STA. 6+60

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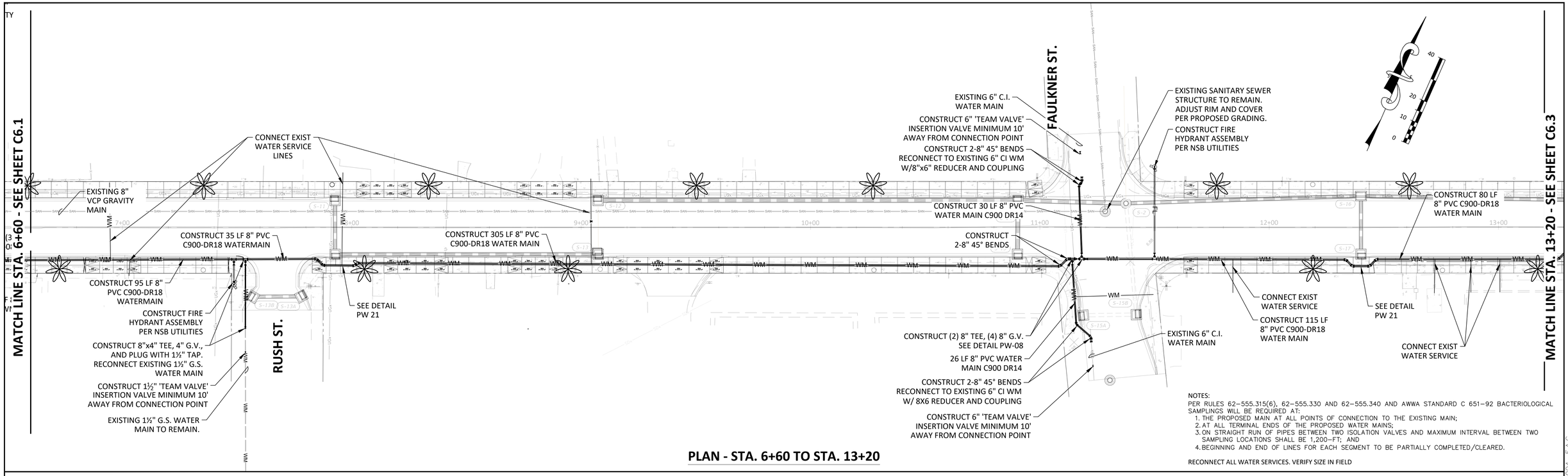

PLAN - STA. 6+60 TO STA. 13+20

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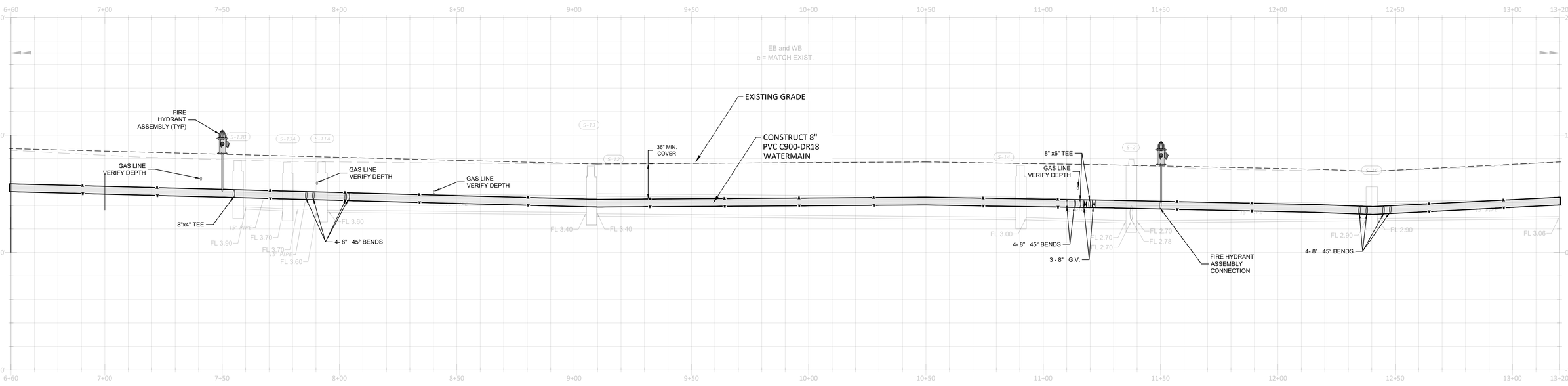
RECONNECT ALL WATER SERVICES. VERIFY SIZE IN FIELD



PROFILE - STA. 6+60 TO STA. 13+20

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UTILITIES PLAN AND PROFILE STA. 6+60 TO STA. 13+20

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MATCH LINE - SEE INSET PLAN

MATCH LINE STA. 13+20 - SEE SHEET C6.2

HILLMAN ST.

EXISTING WATER MAIN CONTRACTOR TO VERIFY LOCATION AND DEPTH

***EXISTING GAS MAIN APPX 1.5'BELOW GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH

EXISTING SANITARY SEWER STRUCTURE TO REMAIN. ADJUST RIM AND COVER PER PROPOSED GRADING.

CONSTRUCT 180 LF 10" HDPE WATER MAIN DIRECTIONAL DRILL WM TO GO NO DEEPER THAN 6' AND O LESS THAN 4' FROM GRADE

CONSTRUCT FIRE HYDRANT ASSEMBLY PER NSB UTILITIES

ENTRY DRILL PIT OR 10" HDPE HDD ANGLE APPX 11°, INSTALL 8" G.V. & ARV WITH HDPE BEND & MJ ADAPTER

SEE DETAIL PW 21

CONSTRUCT 8" TEE AND (2) 8" G.V.

CONSTRUCT 35 LF 8" PVC WM

CONSTRUCT 110 LF 8" PVC C900-DR18 WATER MAIN

CONSTRUCT FIRE HYDRANT ASSEMBLY PER NSB UTILITIES

CONSTRUCT (1) 8"x8"x8" TEE, (1) 8"x6" REDUCER, (3) 8" G.V, AND (1) 6" G.V. SEE DETAIL PW-08

CONNECT EXISTING 6" WM TO PROPOSED 6" G.V. W/COUPLING

SAMS AVE.

CONSTRUCT 6" 'TEAM VALVE' INSERTION VALVE MINIMUM 10' AWAY FROM CONNECTION POINT

EXISTING 6" C.I. WATER MAIN

CONSTRUCT 24 LF 8" PVC C900-DR18 WATER MAIN

CONNECT EXIST WATER SERVICES

CONSTRUCT 370 LF 8" PVC C900-DR18 WATER MAIN

CONNECT EXIST WATER SERVICES

CONSTRUCT FIRE HYDRANT ASSEMBLY

PROPOSED 8" PVC WM AND 45 DEGREE FITTING. 8" WM OVER EXISTING 16" FM WITH MINIMUM 1.0' VERTICAL CLEARANCE

PROPOSED 8"x12" TAPPING SLEEVE AND GATE VALVE. MINIMUM 3.0' FROM PIPE JOINT AND EXISTING TAPS.

EX. 12" WATER MAIN

N RIVERSIDE DR.

INSET PLAN

***EXISTING GAS MAIN APPX 1.5'BELOW GRADE. CONTRACTOR TO VERIFY LOCATION AND DEPTH

EXISTING 8" PVC WM

EXIT DRILL PIT FOR 10" HDPE HDD EXIT ANGLE 11°, INSTALL 8" G.V. AND ARV WITH HDPE BEND AND MJ ADAPTER

REMOVE EXISTING 8"X4" REDUCER AND CONNECT TO EXISTING 8" PVC WM ON HILLMAN STREET WITH 8" G.V. AND 8" 45° BEND.

CONSTRUCT 8" 45° BEND.

CONSTRUCT 180 LF 10" HDPE WATER MAIN DIRECTIONAL DRILL WM TO GO NO DEEPER THAN 6' AND O LESS THAN 4' FROM GRADE

HILLMAN STREET

MATCH LINE

NOTES:
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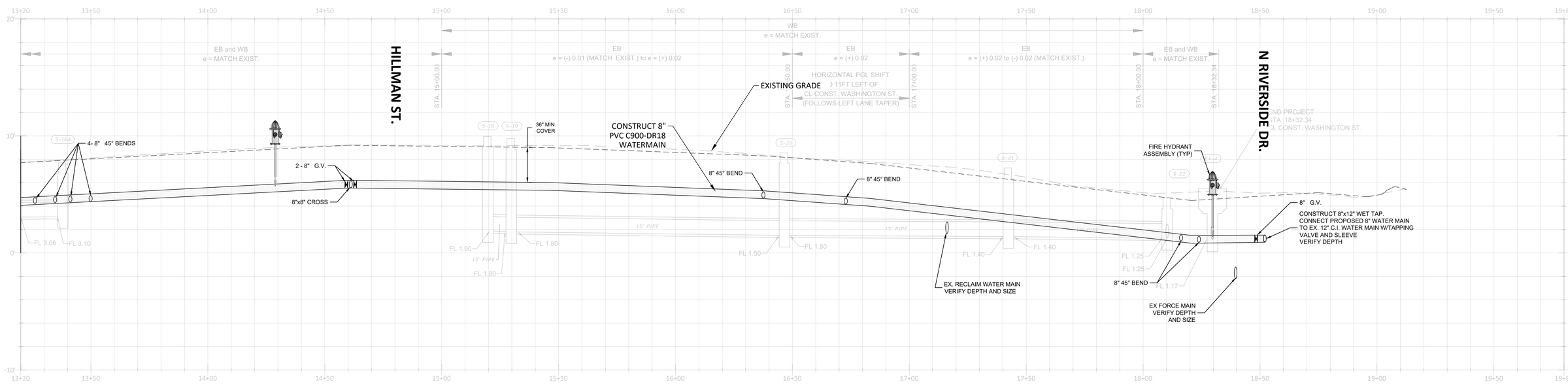
RECONNECT ALL WATER SERVICES. VERIFY SIZE IN FIELD

PLAN - STA. 13+20 TO STA. 19+80



PROFILE - STA. 13+20 TO STA. 19+80

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UTILITIES PLAN AND PROFILE STA. 13+20 TO STA. 19+80

Patrick J. Day, P.E.
State of Florida # 56709

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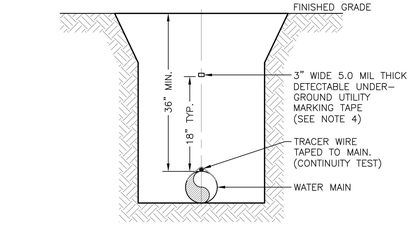
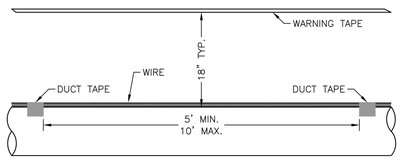


SECTION VIEW



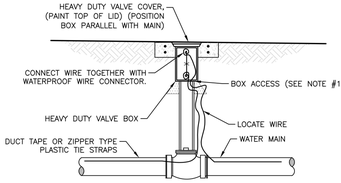
ELEVATION VIEW

NOTES:
1. ALL PIPE SHALL REQUIRE #10 GAUGE (AWG) HIGH-STRENGTH COPPER CLAD STEEL CONDUCTOR (HS-CCS) TRACER WIRE COATED WITH A 30 MIL THICK, HIGH DENSITY POLYETHYLENE (HDPE) INSULATION, AND RATED FOR DIRECT BURIAL USE AT 30 VOLTS LOCATED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND TAPED TO THE PIPE AT 5 FT. TO 10 FT. INTERVALS.
2. AT RESTRAINED JOINTS, WRAP TRACER WIRE AROUND ONE LUG.
3. A CONTINUITY TEST SHALL BE PERFORMED IN THE PRESENCE OF THE NSBU
4. UTILITY MARKING TAPE SHALL BE COLOR CODED BLUE FOR POTABLE WATER, PURPLE FOR RECLAIMED WATER, AND GREEN FOR WASTEWATER.

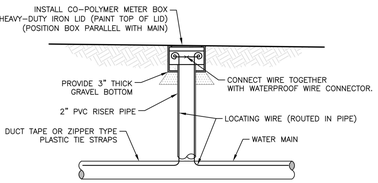
NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE AND TAPE

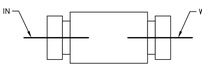
SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-10



LOCATE WIRE BOX UTILIZING VALVE BOX



LOCATE WIRE UTILIZING METER BOX



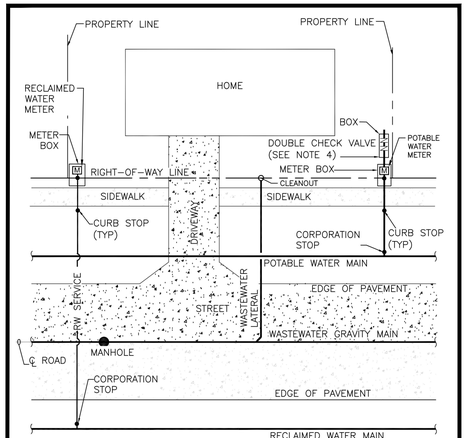
WATERPROOF WIRE CONNECTOR DETAIL

NOTES:
1. LOCATE WIRE SHALL ENTER THE VALVE BOX THROUGH A "V" CUT IN THE 6" PVC RISER PIPE.
2. LOCATE WIRE SHALL HAVE ENOUGH SLACK TO REACH 4' ABOVE FINAL GRADE AND LOCATE POINTS.
3. LOCATE WIRE CONNECTION SHALL ONLY BE A 2-WAY CONNECTION.

NEW SMYRNA BEACH UTILITIES

PIPE LOCATING WIRE BOX

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-11

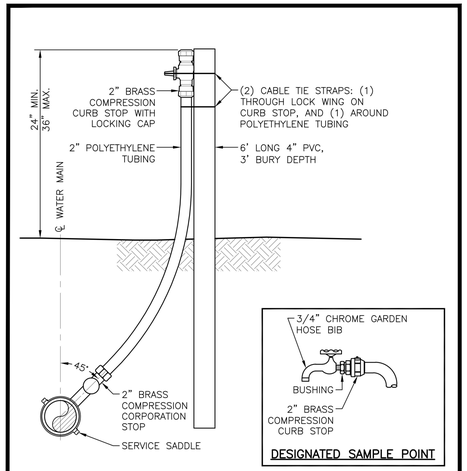


NOTE:
1. PRIOR TO METERS BEING INSTALLED, THE PROPERTY LINES AND BACK OF SIDEWALK ARE TO BE STAKED.
2. SANITARY CLEANOUT PADS SHALL BE PARALLEL TO THE SIDEWALK AND SET AT FINISHED GRADE.
3. METER BOXES AND CLEANOUTS SHALL MAINTAIN A MINIMUM SEPARATION OF 36" FROM ELECTRIC TRANSFORMERS, CABLE JUNCTION BOXES, OR ANY OTHER ABOVE GROUND SERVICE FIXTURE OR STRUCTURE.
4. METER AND BOX TO BE INSTALLED BY NSBU AND DOUBLE CHECK BACKFLOW PREVENTER TO BE INSTALLED BY CONTRACTOR.
5. EXISTING FIRE HYDRANTS, AUTOMATIC FLUSHING DEVICES OR VALVES ARE TO BE MAINTAINED AT FINISHED GRADE BETWEEN THE PROPERTY LINES TO THE EDGE OF THE PAVEMENT.
6. DOUBLE UTILITY SERVICES ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL BY NSBU.

NEW SMYRNA BEACH UTILITIES

RESIDENTIAL SERVICE LOCATIONS

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-13



DESIGNATED SAMPLE POINT

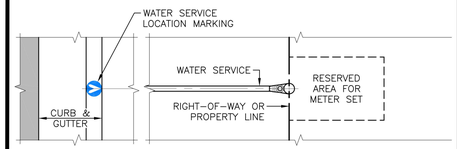
NOTE:
ALL FITTINGS SHALL BE LEAD FREE BRASS.

NEW SMYRNA BEACH UTILITIES

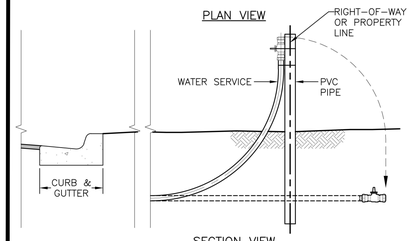
TEST SERVICE STUB OUT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-15

1" OR 2" POTABLE WATER SERVICES SHALL TERMINATE WITH A CURB STOP STUBBED 2' TO 3' ABOVE FINISHED GRADE SUPPORTED BY A 6' LONG 4" DIAMETER PVC PIPE, OR 2"x2" WOOD POST, SECURED WITH CABLE TIE STRAPS, BE SAW CUT MARKED WITH A 'V' IN CURBS OR AT EDGE OF PAVEMENT PAINTED BLUE AND BE INSTALLED IN A CASING UNDER ROADWAYS.



PLAN VIEW

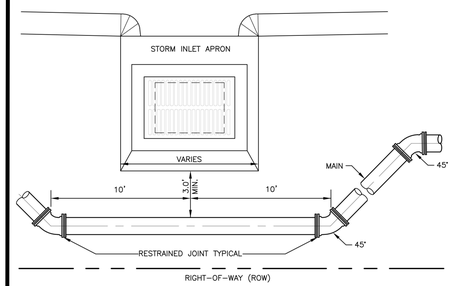


SECTION VIEW

NEW SMYRNA BEACH UTILITIES

POTABLE WATER SERVICE LOCATION MARKING

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-18



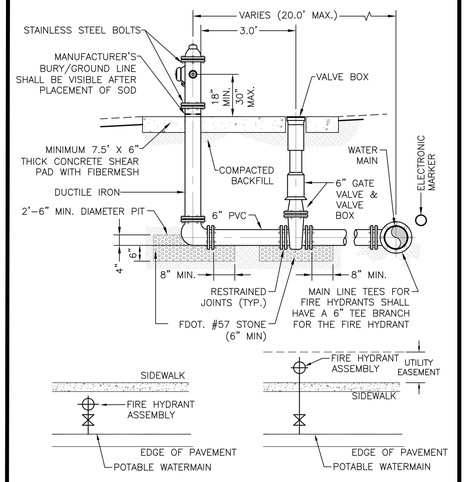
PLAN VIEW

NOTES:
1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN.
2. PIPE MAY BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA.

NEW SMYRNA BEACH UTILITIES

WATER MAIN INSTALLATION BETWEEN STORM INLET AND RIGHT-OF-WAY (ROW)

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-21

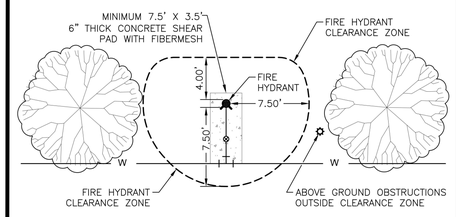


NOTES:
1. HYDRANT MUST BE LOCATED ON THE SAME SIDE OF THE ROAD OR PARKING LOT AS THE WATER MAIN, OUTSIDE THE CLEAR RECOVERY ZONE OF THE TRAVEL WAY, AND A MINIMUM OF 2' FROM SIDEWALK EDGE.
2. HYDRANT MUST HAVE A CLOSED WEEP HOLE.

NEW SMYRNA BEACH UTILITIES

FIRE HYDRANT ASSEMBLY

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-22

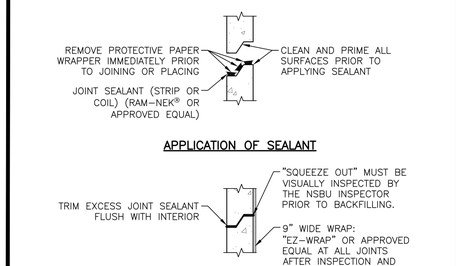


NOTES:
1. CLEAR ZONE: NO ABOVE GROUND OBSTRUCTIONS GREATER THAN 8" IN HEIGHT. GROUND COVER SHALL BE ALLOWED ADJACENT TO THE FIRE HYDRANT.
2. HYDRANT SHALL BE MIN. 3' AWAY FROM THE CURB

NEW SMYRNA BEACH UTILITIES

FIRE HYDRANT CLEARANCE ZONE

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-23



APPLICATION OF SEALANT

CLOSED JOINT

NEW SMYRNA BEACH UTILITIES

JOINT SEALANT

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-27

SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS

	PROPOSED UTILITY											
	POTABLE WATER			WASTEWATER GRAVITY AND FORCE MAIN			RECLAIMED WATER			VACUUM SEWER		
CONFLICTING UTILITY	HORZ.	VERT.	JOINT* SPACING	HORZ.	VERT.	JOINT* SPACING	HORZ.	VERT.	JOINT* SPACING	HORZ.	VERT.	JOINT* SPACING
POTABLE WATER	3' NOTE 1	12"	3' NOTE 2	6' TO 10'	12" NOTE 5	6' NOTE 2	3'	12"	6' NOTE 2	3' TO 10'	12"	3' NOTE 2
RECLAIMED WATER	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3'	12"	6' NOTE 2	3' NOTE 1	12"	3' NOTE 2
WASTEWATER (GRAVITY AND FORCE MAIN)	6' TO 10'	12"	6' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
VACUUM SEWER	3' TO 10'	12"	3' NOTE 2	3' NOTE 1	12"	6"	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
RIGHT OF WAY	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A	3' NOTE 1	N/A	N/A
STORM SEWERS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
GAS	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2
TREES	3'-6"	N/A	N/A	3'-6"	N/A	N/A	3'-6" NOTE 1	N/A	N/A	3'-6"	N/A	N/A
ALL OTHER UTILITIES	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2	3' NOTE 1	12"	3' NOTE 2

NOTES:
1. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. THREE FEET OF HORIZONTAL SEPARATION IS THE MINIMUM FOR PIPES WITH THREE FEET OF COVER. FOR PIPES INSTALLED AT GREATER DEPTH, PROVIDE AN ADDITIONAL FDOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
2. MINIMUM JOINT SPACING REQUIREMENT FROM A UTILITY CROSSING WHILE STILL MAINTAINING MINIMUM HORIZONTAL SEPARATION.
3. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
4. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLES OR STRUCTURES.
5. WATER MAIN SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.

NEW SMYRNA BEACH UTILITIES

UTILITY SEPARATION

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	PW-28

P:\Projects17\17-0213.002_Washington_Street_Streetscape\General-Civil\Fort Myers\0604_DETAILS.dwg Plotted: Jun 12, 2024 - 10:05am by MTomlinson

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				REVISIONS			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

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DRAWN BY ---
CHECKED BY ---
APPROVED BY ---

DRMP, Inc.

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Phone:407.896.0594 Fax:407.896.4836 WWW.DRMP.COM

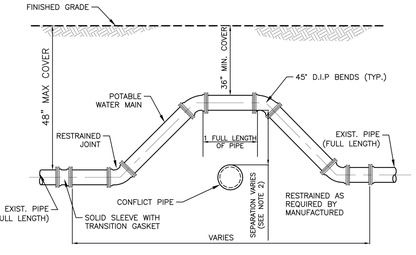
CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

UTILITY DETAILS

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: **C6.5**



NOTES:

1. THE SOILS BETWEEN THE NEW MAIN AND THE CONFLICT PIPE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY THE LABORATORY MODIFIED PROCTOR TEST, ASTM D1557.
2. FOR MINIMUM VERTICAL SEPARATION REQUIREMENTS SEE DETAIL PW–32.
3. LOCATING WIRE REQUIRED. SEE DETAIL PW–13.
4. MINIMUM 36–INCH AND MAXIMUM 48–INCH COVER SHALL BE REQUIRED FOR ALL PIPES UNLESS OTHERWISE STATED.
5. IF UTILITY CONFLICT IS LOCATED IN A NON–TRAFFIC AREA (NO TRAFFIC LOADS), THEN THE MINIMUM COVER MAY BE REDUCED TO 24 INCHES IN THE AREA OF THE CONFLICT.
6. ADDITIONAL RESTRAINTS MAY BE REQUIRED FOR VERTICAL BENDS.
7. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS (20' MIN.).
8. ALL DEFLECTIONS SHALL BE DIP.

NEW SMYRNA BEACH UTILITIES

WATER MAIN CROSSING

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–29**

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)									
	PIPE SIZE									
	PVC					DIP				
	4"	6"	8"	10"	12"	16"	20"	24"	30"	36"
90° BEND	19	25	33	39	45	46	55	64	75	86
45° BEND	8	11	14	16	19	19	23	27	31	36
22–1/2° BEND	4	5	8	9	10	10	11	13	15	17
11–1/4° BEND	3	3	4	5	5	5	6	7	8	9
PLUG OR BRANCH OF TEE	33	45	59	70	83	84	102	119	142	164
VALVE	27	38	49	59	68	69	83	97	116	133
REDUCER	VARIES BY SIZE; TO BE DETERMINED BY THE DESIGN ENGINEER.									

NOTES:

1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3
   DEPTH OF COVER: 3 FT
   SAFETY FACTOR: 1.5
   CONVERSION FACTOR FOR PVC PIPE: 1.25

   *SAFETY FACTOR AND PVC CONVERSION FACTOR ALREADY APPLIED TO TABLE.

7. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE–SPECIFIC SOIL DESIGNATIONS, LAYING CONDITIONS, PIPE MATERIAL, ETC. FOR DIP ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A FACTOR OF 1.25.
8. ALL THE JOINTS WITHIN THE CALCULATED LENGTH MUST BE RESTRAINED.
9. IF DISTANCE BETWEEN FITTINGS IS LESS THAN OR EQUAL TO THE CALCULATED RESTRAINT LENGTH, RESTRAIN ALL JOINTS BETWEEN THOSE FITTINGS.

NEW SMYRNA BEACH UTILITIES

RESTRAINED PIPE TABLE (WATER AND RECLAIMED WATER MAINS)

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–30**

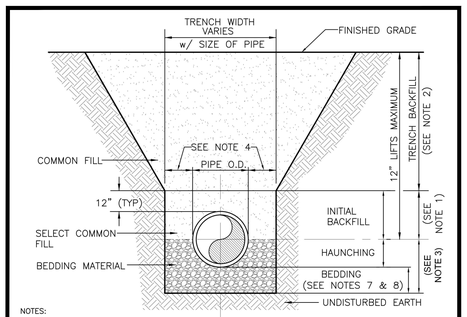
NSBU GENERAL NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS AND RECLAIMED WATER MAINS. MAINS LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE NEW SMYRNA BEACH UTILITIES (NSBU) DISPATCH OPERATOR (386–427–1368) AND THE NSBU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST SEVEN DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT.
4. THE CONTRACTOR SHALL NOTIFY THE NSBU ENGINEERING INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY UTILITIES CONSTRUCTION.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE NSBU SYSTEM SHALL BE IN CONFORMANCE WITH THE NSBU RULES, DESIGN, AND CONSTRUCTION SPECIFICATIONS.
6. ALL NSBU MAINS AND FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGE TO NSBU MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY NSBU, NSBU MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
8. THE CONTRACTOR SHALL ADJUST ALL EXISTING NSBU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, OR STORM WATER IMPROVEMENTS. NSBU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS.
9. ONLY NSBU PERSONNEL SHALL OPERATE NSBU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE NSBU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY NSBU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
10. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE. THE CONTRACTOR SHALL COORDINATE PRE–APPROVED INTERRUPTIONS OF SERVICE WITH THE NSBU INSPECTOR 7 WORKING DAYS IN ADVANCE.
11. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND NSBU.
12. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH A BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH A BACKFLOW PREVENTER.
13. FOR PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, NO PIPE BENDING IS ALLOWED. THE MAXIMUM ALLOWABLE TOLERANCE FOR JOINT DEFLECTION IS 0.75 DEGREES (3–INCHES PER JOINT PER 20 FT STICK OF PIPE) ALIGNMENT CHANGE SHALL BE MADE ONLY WITH SLEEVES AND FITTINGS.
14. FOR NON–PVC PIPE THAT WILL BE OWNED AND MAINTAINED BY NSBU, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING – NOTES

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–31**



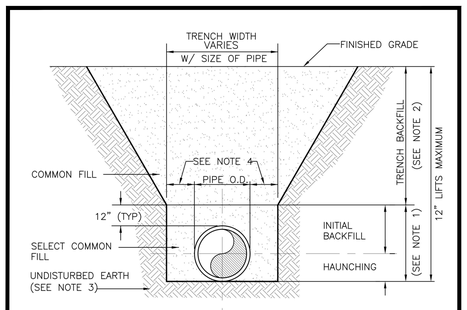
NOTES:

1. INITIAL BACKFILL: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
3. TYPE A BEDDING MATERIAL SHALL CONFORM TO FDOT NO. 57 AGGREGATE.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER UP TO 12" AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
8. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. NSBU SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.
9. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT–OF–WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT–OF–WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING – TYPE A

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–32**



NOTES:

1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (98% UNDER PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY NSBU.
4. 15" MAX. (12" MIN.) FOR PIPE DIAMETER LESS THAN 24" AND 24" MAX (18" MIN) FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN NSBU RIGHT–OF–WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT–OF–WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

NEW SMYRNA BEACH UTILITIES

BEDDING AND TRENCHING – TYPE B

SCALE: NTS	SHEET 1 OF 1
DATE: 10/2023	
REV.	**PW–33**

REVISIONS				REVISIONS			
NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY

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DRAWN BY ---
CHECKED BY ---
APPROVED BY ---

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CONSTRUCTION PLANS FOR
WASHINGTON STREET ROADWAY IMPROVEMENTS
CITY OF NEW SMYRNA BEACH, FLORIDA

UTILITY DETAILS

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE

Patrick J. Day, P.E.
State of Florida # 56709

FPID NO.: 447711-1-54-01
SCALE:
DATE: JUNE, 2024
DRAWING: **C6.6**

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15–23.004, F.A.C.

Addendum 1: March 6, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Would it be possible to obtain a copy of the proposed plans, the letting date, and the estimated construction cost?

   Answer: 100% Plans and Engineer's Cost Estimate have been uploaded in OpenGov. See Attachments E,F,G, and H. Note: Letting date to be determined

2. **Question:** Would the City please clarify how long the contract period is? Page 8 of the RFP states a "Contract period of three (3) years, with the possibility No, for a total of ninety (90) days", however Page 26 and the Draft Contract state "It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission."

   Answer: Section III.E, has been revised to reflect fifteen (15) months.

3. **Question:** Since Dunn & Bradstreet (DUNS) Numbers are no longer used, is it acceptable to provide the City with our Unique Entity Identifier (UEI) instead, since this is the replacement for DUNS?

   Answer: Yes, the UEI of acceptable.

4. **Question:** Upon reading the "Qualifications and Abilities of Project Team" section, item "A" has a 5-page limit, and since "B" is a separate item, could the City please clarify if the resumes are "in addition" to the 5-page limit?

Answer: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

5. **Question:** Would the City please confirm if we are to submit proof of required insurance with our proposal? Page 31 of the RFP states "Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance prior to award. Proof of insurance as prescribed by this document will disqualify your firm, as the top ranking and from further consideration". However, Page 33 of the RFP states "Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal". Is it acceptable to provide our standard ACCORD insurance holder documentation as an attachment to the "Statement of Insurance Compliance" form without naming the additional insured for the form for this submittal response?

   Answer: Section VI, Insurance Requirements has been revised. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission. Submitted proposals shall include a completed Statement of Insurance Compliance form provided as an Attachment C of the solicitation.

6. **Question:** When we clicked on the link for OpenGov on the first page of the RFP, the link takes you to a page with a 404 error; however, the link on page 2 works and the link brings you to the portal. We believe the word "portal" is missing from the link on the first page. Overall, the portal appears to have uploads for several items separate from the "1 full PDF" at the end of the list of "required response" items. Would the City please clarify the language on page 31 to provide 1 full PDF and the information noted on pages 40-42 of the RFP?

   Answer: The correct link is as follows: https://procurement.opengov.com/portal/cityofnsb

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

Addendum 2: March 14, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Under Section I.A (Summary), paragraph 4 states, "the awarded firm will also conduct the water main inspection for this contract".

   Section IV.A also states, "the awarded firm will provide the water main inspection for this contract". Section V.G (Experience) has a contradictory note that states, "the NSBU staff is responsible for the CEI of Underground and Aboveground utilities" Can the City clarify who will be responsible for the inspection of the underground utilities including density testing, pressure testing, witnessing of taps, line stops, tie-ins to mains, and all other testing required per contract and NSBU?

   Answer: CEI firm selected will provide the water main and sanitary sewer improvements inspection services. NSBU staff will provide in-house electrical inspectors for all overhead to underground electric conversions.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 09-25-ENG

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

RESPONSE DEADLINE: March 25, 2025 at 5:00 pm

Report Generated: Thursday, April 17, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CDM Smith	England-Thims & Miller, Inc.	Newkirk Engineering, Inc.
Public Records	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass
Statement of Interest and Introductions	Pass	Pass	Pass
Company History, Company Qualifications, Capabilities, and Capacity	Pass	Pass	Pass
Qualifications and Abilities of Project Team	Pass	Pass	Pass
Experience	Pass	Pass	Pass
Project Plan	Pass	Pass	Pass

Question Title	CDM Smith	England-Thims & Miller, Inc.	Newkirk Engineering, Inc.
Workload Capacity	Pass	Pass	Pass
References	Pass	Pass	Pass
Financial Stability	Pass	Pass	Pass
Sams.Gov and Division of Corporation Registration	Pass	Pass	Pass
City Required Forms			
Complete Copy of Submittal		Pass	Pass

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications	Points Based	20 *(20% of Total)*

Description:

- Firm
- CEI Senior Project Engineer
- CEI Project Administrator
- CEI Senior Inspector
- CEI Inspector
- CEI Associates Contract Support Specialist (ACSS)

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	35 *(35% of Total)*

Description:
Examples of no less than three (3) previous projects within the last ten (10) years working with:

- Roadway CEI services
- At least one streetscape project
- At least one underground utilities project
- The examples may be of projects completed or in progress

Scoring Method:
Points Based

Criteria	Scoring Method	Weight (Points)
Project Plan	Points Based	15 *(15% of Total)*

Description:
Summary of firm's plan for this entire project, including inspection of construction materials, quality control procedures for roadway & drainage, stormwater management system, signage & striping and maintenance of traffic, and utilities.

Criteria	Scoring Method	Weight (Points)
Workload Capacity	Points Based	10 *(10% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Past Performance References	Points Based	20 *(20% of Total)*

Description:

- No less than three examples of recent experience in similar roadway CEI services,
- City's verification of reference responses

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Newkirk Engineering, Inc.	95	92	95	**94**
CDM Smith	90	90	88	**89.33**
England-Thims & Miller, Inc.	86	73	76	**78.33**
Metric Engineering, Inc. Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications Points Based 20 Points (20%)	Experience Points Based 35 Points (35%)	Project Plan Points Based 15 Points (15%)	Workload Capacity Points Based 10 Points (10%)	Past Performance References Points Based 20 Points (20%)	Total Score (Max Score 100)
Newkirk Engineering, Inc.	18.7	32.3	14.7	9	19.3	**94**
CDM Smith	18	30.7	14.3	8.7	17.7	**89.33**
England-Thims & Miller, Inc.	15	26.7	13.3	8.7	14.7	**78.33**
Metric Engineering, Inc. Excluded	0	0	0	0	0	**0**

INDIVIDUAL PROPOSAL SCORES

CDM Smith

Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 17

Strong team with sufficient qualifications and technically sound.

Evaluator 2: 19

completed many FDOT LAP projects in Volusia Co. area. Inspector with 10yr plus experience.

Evaluator 3: 18

Very good project team with experience on similar type projects. National firm with lots of CEI staff and resources if needed.

Experience | Points Based | 35 Points (35%)

Evaluator 1: 32

Sufficient experience with LAP projects, electric conversion and project oversight.

Evaluator 2: 30

Great understanding and performed CEI with extensive utilities relocation work such as power lines.

Evaluator 3: 30

Very good FDOT and LAP projects experience provided.

Project Plan | Points Based | 15 Points (15%)

Evaluator 1: 15

Thoroughly reviewed plans & NSBU standards with noted recommendations.

Evaluator 2: 14

Good use of drone tech to assist inspection for QA/QC. Did extensive research on local special events within this project impacted area.

Evaluator 3: 14

Excellent use of drone and cutting-edge technology to monitor construction and CEI support.

Workload Capacity | Points Based | 10 Points (10%)

Evaluator 1: 8

Have ample personnel and supprot group.

Evaluator 2: 10

Staff have min. 50% capacity for this job.

Evaluator 3: 8

Good workload capacity available for this project.

Past Performance References | Points Based | 20 Points (20%)
Evaluator 1: 18
Required references were provided.
Evaluator 2: 17
High praises from other agencies.
Evaluator 3: 18
Other local municipalities and clients provided very good references on completed CEI projects.

England-Thims & Miller, Inc.

Qualifications | Points Based | 20 Points (20%)
Evaluator 1: 17
All representatives appear to be qualified in their respective classification with sufficient inventory to cover CEI services.
Evaluator 2: 13
Have in-house SUE and surveying capability. Inspector with +30yr experience. CEI project engineer/project admin. less than 1yr with ETM.
Evaluator 3: 15
Good team with FDOT and local municipalities projects. However, CEI main two team members have been with ETM for only one year. Much less than other two proposals key team members.

Experience | Points Based | 35 Points (35%)
Evaluator 1: 30
Strong field experience with similar project although different personnel.Also, good safety & streetscape oriented projects.
Evaluator 2: 22

CEI team did City of St. Augustine downtown improv. is not on this CEI team.

Evaluator 3: 28

Good similar projects experience especially the complete streets project in St. Augustine. However, that project was managed by the firm land development CEI group.

Project Plan | Points Based | 15 Points (15%)

Evaluator 1: 14

Good public participation in person approach, Precon/Construction/post construction plan of action.Inspector checlist.

Evaluator 2: 15

great QA/QC inspection check list and understanding of project MOT for pedestrians.

Evaluator 3: 11

Good project plan with detail construction and inspection checklists. Did not mention critical drainage and retrofit work on Washington Street as one of the critical project elements. Did not have as many CEI team members as other two proposals at meeting to answer questions.

Workload Capacity | Points Based | 10 Points (10%)

Evaluator 1: 8

The company as a whole (not necessarily locally) has a vast pool of CTQP/CEI staff.

Evaluator 2: 10

CEI staff have sufficient capacity for this job.

Evaluator 3: 8

Good workload capacity to allocate on this project.

Past Performance References | Points Based | 20 Points (20%)

Evaluator 1: 17

Provided similar roadway & utility references although not as limited corridor.

Evaluator 2: 13

No utilities projects.

Evaluator 3: 14

Presentation material did not provide as much detail or material on past performances compare to other two proposals with letter of recommendations and FDOT scoring breakdown discussion.

Newkirk Engineering, Inc.

Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 20

Impressive staff presence from PA, PIO, to senior inspector.

Evaluator 2: 17

CEI project engineer/project admin. have great FDOT LAP experience and CEI project engineer is former FDOT D5 engineer. in-house inspector w/less than 10yr experience but Consor inspector has +20yr

Evaluator 3: 19

Excellent Qualifications. Team members have completed similar FDOT grant funded and local roadway improvements projects.

Experience | Points Based | 35 Points (35%)

Evaluator 1: 33

Staff is heavily involved from design, permitting, QA/QC through CEI with a wide scope of sercvices.

Evaluator 2: 30

CEI staff and NEI with extensive private developments experience this will help for construction conflict and recommendations/solution.

Evaluator 3: 34

Excellent list of similar projects including roadway & drainage, landscaping, and utilities improvements projects. Allocated the most P.E. staff to this project to support CEI in case design issues comes up during construction.

Project Plan | Points Based | 15 Points (15%)

Evaluator 1: 14

Review CAD files for discrepancies prior to construction is great way to reduce change orders. Field verification of site conditions and PIO direct outreach to property owners is what is needed.

Evaluator 2: 15

Existing business/residents/people management is key and at this CEI core value.

Evaluator 3: 15

Very good responses on anticipated public outreach issues and impacts to residents on the Washington Street project. Provided good QA/QC constructability review.

Workload Capacity | Points Based | 10 Points (10%)

Evaluator 1: 9

NEI has sufficient staff, even better is backed up by Consor with strong utility inspection experience.

Evaluator 2: 10

Have 50% capacity for this job.

Evaluator 3: 8

Good workload capacity allocated on this project.

Past Performance References | Points Based | 20 Points (20%)

Evaluator 1: 19

Strong in local past performances dealing with area contractors and meeting deadlines/budget.

Evaluator 2: 20

great references from previous City jobs.

Evaluator 3: 19

Very good references and recommendations from previous CEI clients locally.

Metric Engineering, Inc.
(Excluded)

Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Experience | Points Based | 35 Points (35%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Project Plan | Points Based | 15 Points (15%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Workload Capacity | Points Based | 10 Points (10%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

Past Performance References | Points Based | 20 Points (20%)

Evaluator 1: 0

Evaluator 2: 0

Evaluator 3: 0

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications	Points Based	20 *(20% of Total)*

Description:
Qualifications of the:

- Firm
- CEI Senior Project Engineer

- CEI Project Administrator
- CEI Senior Inspector
- CEI Inspector
- CEI Associates Contract Support Specialist (ACSS)

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	35 *(35% of Total)*

Description:
Examples of no less than three (3) previous projects within the last ten (10) years working with:

- Roadway CEI services
- At least one streetscape project
- At least one underground utilities project
- The examples may be of projects completed or in progress

Criteria	Scoring Method	Weight (Points)
Project Plan	Points Based	15 *(15% of Total)*

Description:
Summary of firm's plan for this entire project, including inspection of construction materials, quality control procedures for roadway & drainage, stormwater management system, signage & striping and maintenance of traffic, and utilities.

Criteria	Scoring Method	Weight (Points)
Workload Capacity	Points Based	10 *(10% of Total)*

Description:
Estimate of current workload and forecast of ability to assign resources for the duration of the contract.

Criteria	Scoring Method	Weight (Points)
Past Performance References:	Points Based	20 *(20% of Total)*

Description:

- No less than three examples of recent experience in similar roadway CEI services,
- City's verification of reference responses

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
CDM Smith	82	83	92.3	**85.78**
England-Thims & Miller, Inc.	76	81	88	**81.67**
Newkirk Engineering, Inc.	79	79	86	**81.33**
Metric Engineering, Inc.	64	58	81	**67.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications Points Based 20 Points (20%)	Experience Points Based 35 Points (35%)	Project Plan Points Based 15 Points (15%)	Workload Capacity Points Based 10 Points (10%)	Past Performance References: Points Based 20 Points (20%)	Total Score (Max Score 100)
CDM Smith	19.7	29	12.7	10	14.4	**85.78**
England-Thims & Miller, Inc.	15.7	31.3	14.7	9.7	10.3	**81.67**
Newkirk Engineering, Inc.	17.7	29	8.7	9.3	16.7	**81.33**
Metric Engineering, Inc.	14.7	24	12	7.3	9.7	**67.67**

INDIVIDUAL PROPOSAL SCORES

CDM Smith

Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 20

PA - 20 plus years, several long term Senior Inspectors (good for backup), RCS capable staff, extensive FDOT experience well balanced team.

Evaluator 2: 19

Team lead has many FDOT LAP projects experience. Many inspectors with +10 years of experience.

Evaluator 3: 20

CDM team and qualifications has completed many CEI projects throughout Volusia County and Central Florida. Maitland office has over 100 CEI staff including the 5th Street Bridge project for City of New Smyrna Beach

Experience | Points Based | 35 Points (35%)

Evaluator 1: 32

Bring extensive Volusia County related experienced personnel with extensive range of skill sets (QA mat'ls., MAC reports, claims reviewed, monthly pay est. review, etc.) and background with LAP, roadway safety oriented projects.

Evaluator 2: 25

Firm has done many difficult FDOT LAP projects within heavy traffic city limit. No utilities relocation project.

Evaluator 3: 30

CDM provided very good list of similar CEI roadway projects completed in Volusia and Orange Counties including FDOT project. Two projects were roundabout and safety improvements

Project Plan | Points Based | 15 Points (15%)

Evaluator 1: 13

Well rounded plan with hardscape/landscappe, underground utility work, temporary traffic control is strong and good stormwater management oversight. Did a detail review of the plans for PCMS and public involvement is key.

Evaluator 2: 12

Good propose use of technology such as drones to assist inspection. No daily report example provided.

Evaluator 3: 13

CDM provided very good Project Plan especially the project specific Constructability Review items mentioned in the proposal. Did not provide sample inspection and reporting forms like other proposals

Workload Capacity | Points Based | 10 Points (10%)

Evaluator 1: 10

Workload suits the project with complete staff availability with a high commitment to teh project.

Evaluator 2: 10

Key players dedicated to this proposal have over 50% capacity available.

Evaluator 3: 10

CDM staff has sufficient workload availability to complete this project

Past Performance References: | Points Based | 20 Points (20%)

Evaluator 1: 7

Based on inquiry and feedback performed by PC.

Evaluator 2: 17

UES (subconsultant) has too many litigations.

Evaluator 3: 19.33

Received Purchasing references checks. Two responded with highest scores possible. Orange County provided signed letter of recommendation to CDM CEI staff on multiple completed projects

England-Thims & Miller, Inc.

Qualifications | Points Based | 20 Points (20%)

Evaluator 1: 18

Prequalified in required FDOT work categories. Good technical and certified staff being CTQP qualified. Good variety of staff with extensive field and general project oversight.

Evaluator 2: 13

Project engineer is former FDOT resident engineer. Inspectors with +30yrs of experience. Project engineer and project administrator has 1yr experience with ETM firm.

Evaluator 3: 16

ETM team and qualifications show firm has lots of engineering experience. But could have emphasized more CEI background and less design qualifications in the proposal to match this RFP

Experience | Points Based | 35 Points (35%)
Evaluator 1: 32
Referenced a very similar project with a tight corridor, aged infrastructure, drainage & utility upgrades (no simultaneous electric upgrades). Good QA/QC team, scheduling experience with CPM. PA - Extensive FDOT background along with firm having SUE services.
Evaluator 2: 30
CEI for St. Augustine historic downtown improvement district with challenging utilities relocation work. Experience with large roadway projects.
Evaluator 3: 32
ETM provided very good list of CEI similar projects. Provided similar local collector roads and complete street type projects similar to Washington Street

Project Plan | Points Based | 15 Points (15%)
Evaluator 1: 14
Effectively controlled traffic in 4 phases, may have to reconsider using eastbound and/or westbound lanes during heavy construction. Good approach with establishing project details at Precon stage, being owner's rep, reviewing proj.submittals with extensive utility coordination noted. Also strong PIO team, track resident concerns, town meetings.
Evaluator 2: 15
Very descriptive and thoroughly thought-out project planning processes. Great inspector checklist.
Evaluator 3: 15
ETM Project Plan was very good with specific knowlegde of the Washington Street corridor with photos. Listed work phasing showing step-by-steps during construction. Very good examples with construction inspection checklist and forms

Workload Capacity | Points Based | 10 Points (10%)
Evaluator 1: 9
Majority of staff appear to be available for the project.
Evaluator 2: 10
Staff have sufficient capacity.
Evaluator 3: 10
ETM staff has sufficient workload availability to complete this project

Past Performance References: | Points Based | 20 Points (20%)
Evaluator 1: 3
Based on inquiry and feedback provided by PC.
Evaluator 2: 13
Public outreach was not rank high from reference.
Evaluator 3: 15
Received Purchasing references checks. One responded with scores just below highest possible. Osceola County reference provided excellent recommendation to ETM. FDOT staff responded that they did not work with ETM CEI staff on the project

Metric Engineering, Inc.

Qualifications | Points Based | 20 Points (20%)
Evaluator 1: 16
Pre-qualified in the required FDOT Services even more so with ITS, etc. Also rely on PICS, Nadic & Colliers as support subconsultants with varied qualifications.
Evaluator 2: 13

Staff have no FDOT LAP project experience.

Evaluator 3: 15

Metric team and qualifications have extensive CEI experience with FDOT projects. Staff resumes listed similar projects but mostly outside Volusia County. Senior Project Engineer (P.E.) license information show different person and professional surveyor license had expired in proposal

Experience | Points Based | 35 Points (35%)

Evaluator 1: 29

Have triple R project experience, larger FDOT - District 5 corridor & remote areas that entail roadway, stormwater, streetscape and intersection improvements not necessarily in the confined tight r/w conditions.

Evaluator 2: 15

No streetscape or utilities relocation project experience.

Evaluator 3: 28

Metric provided good list of similar roadway improvement projects consisting mostly of interstate and large highway projects. Could have used more local and collector road projects similar to Washington Street

Project Plan | Points Based | 15 Points (15%)

Evaluator 1: 12

Conventional approach no mention of tight corridor or coordinating with NSBU electric contractor, although decent precon agenda items, good means of documentation being videography, discussed required four phases and reviewing monthly estimates.

Evaluator 2: 10

Very detail process and clear procedures.

Evaluator 3: 14

Metric provided overall Project Plan with good examples, especially the MOT phasing and daily & weekly report documents

Workload Capacity | Points Based | 10 Points (10%)
Evaluator 1: 7
Basic pie chart no specific employees/positions listed, but indicate area of expertise are available.
Evaluator 2: 8
Staff have about 1/3 capacity for this job.
Evaluator 3: 7
Metric workload capacity did not list each individual (%) like other proposals. The pie chart did not provide percentages so hard to determine overall staff availability and current commitments

Past Performance References: | Points Based | 20 Points (20%)
Evaluator 1: 0
Score developed from inquiry and responses provided by PC.
Evaluator 2: 12
Too many litigations. Reference letters appear standard template and not from unbiased recommendation.
Evaluator 3: 17
Received Purchasing references checks. FDOT average score of 3.7 which is almost above satisfactory or 85% on 100 scale. Therefore, Metric score is 20 (max.) x 0.85 = 17.0

Newkirk Engineering, Inc.

Qualifications | Points Based | 20 Points (20%)
Evaluator 1: 18
CTQP certifications are up to date. Senior Inspectors have strong roadway experience with asphalt paving and advanced MOT certifications and knowledgable in FDOT specifications.

Evaluator 2: 17

Senior project engineer has great FDOT experience and a former FDOT District 5 engineer. Inspectors have less than 10yr experience.

Evaluator 3: 18

Newkirk team and qualifications show good CEI experience with FDOT and local cities projects. Both CEI Project Administrators have professional engineer licenses

Experience | Points Based | 35 Points (35%)

Evaluator 1: 30

Good roadway experience along with ACSS material tracking, MAC familiarity, Similar corridor improvement project with utility upgrades & landscape improvements (not clear if they worked with two contractors simultaneously - electric improvements),but have a good BMP practice to assist with reducing delays.

Evaluator 2: 25

Good FDOT projects. No utilities relocation project.

Evaluator 3: 32

Newkirk provided good list of CEI projects including for city governments and FDOT. Provided local collector roads and streetscape types of projects similar to Washington Street

Project Plan | Points Based | 15 Points (15%)

Evaluator 1: 12

Decent approach (holistic) with ongoing site inspection to keep up with progress & issues to be resolved immediately. On site staff provide detailed daily reports and analysis of work performed for pay request validations and track submittals & conduct verification testing. Emphasis on properly maintained MOT which is important. Also use subconsultant to assist as needed.

Evaluator 2: 7

No inspection form as requested. Lack of detail input for project planning and process to address critical items such as project phasing.

Evaluator 3: 7

Newkirk's Project Plan lacking in specific details compare to other proposals. Did not mention work phasing and MOT which is critical on this project and did not provide sample daily & weekly reporting documents

Workload Capacity | Points Based | 10 Points (10%)

Evaluator 1: 9

Staff availability seems sufficient with backup PA and subconsultant if needed.

Evaluator 2: 10

Staff have sufficient capacity (+50%) for this job.

Evaluator 3: 9

Newkirk staff has sufficient workload availability to complete this project.

Past Performance References: | Points Based | 20 Points (20%)

Evaluator 1: 10

Based on inquiry and feedback performed by PC.

Evaluator 2: 20

Great references feedback.

Evaluator 3: 20

Received Purchasing references checks. All references provided highest possible scores



RFP 09-25-ENG

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements | 447711-1-54-01

City of New Smyrna Beach

March 25, 2025

Listen. Think. Deliver.

CDM Smith



Table of Contents

Table of Contents

SECTION 01
Statement of Interest and Introductions i

SECTION 02
Company History, Company Qualifications, Capabilities, and Capacity 1

SECTION 03
Qualifications and Abilities of Project Team 6

SECTION 04
Experience 13

SECTION 05
Project Plan 16

SECTION 06
Workload Capacity 20

SECTION 07
References 22

SECTION 08
Financial Stability/Litigation 27

SECTION 09
Litigation History 34

SECTION 10
Licenses 35

SECTION 11
Sam.gov and Division of Corporation Registration 46

SECTION 11
City Required Forms 48



SECTION 01

Statement of Interest and Introductions

March 25, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Subject: RFP 09-25-ENG // Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Dear Ms. Vivian and Selection Committee Members:

CDM Smith Inc. has reviewed RFP 09-25-ENG and understands that the City of New Smyrna Beach is seeking a strong construction, engineering, and inspection (CEI) team with significant local knowledge and local presence, that understands the project and the City's procedures and has the right experience to keep the contractor on track for this important safety improvement project. CDM Smith has reviewed project documents, performed a constructability review, and performed multiple site visits. The project consists of renovating a section of Washington Street, which is an existing two-lane collector road between N. Dixie Highway (US-1) and Riverside Drive. The project will be approximately 1,766 linear feet and will include roadway resurfacing, drainage and storm sewers, 7' wide sidewalks, signage and striping, lighting, landscaping, streetscape items, and replacing NSBU water main and corresponding services.

CDM Smith, an established CEI firm, is ready to assist the City by providing CEI services for the oversight of the Washington Street Roadway Improvements project. This important project requires a professional, local firm that understands safety and roadway intersection improvements. Below are highlights of our team's qualifications.

Our Team Includes Familiar, Local, and Dedicated Faces You Know and Trust. As residents of Volusia County, our team has a vested interest in the success of this project. Our project team members were selected based on their relevant experience, close proximity, and personal stake in the City's projects. Each team member is excited for the opportunity to be part of this project, which will impact their community. The same professionals who successfully served you on some of your most important transportation projects will once again provide superior services to the City of New Smyrna Beach under this contract.

Firm Profile

- **Legal Name**
  CDM Smith Inc.
- **Former Names**
  Camp Dresser & McKee Inc. (CDM)/ Wilbur Smith Associates (WSA)
- **Business Type**
  Corporation
- **Type of Ownership**
  100% Employee Owned
- **Year Established**
  1947
- **Years in Business as CDM Smith**
  13
- **Years in Business as CDM /WSA**
  60
- **Years in Florida**
  50
- **Annual Revenue (2019-2023)**
  $1.4 B
- **Team Members**
  6,700
- **Company Headquarters**
  75 State Street, Suite 701
  Boston, MA 02109
- **Local Team**
  101 Southhall Lane,
  Suite 200
  Maitland, Florida 32751

101 Southhall Lane, Suite 200
Maitland, Florida 32751
tel: 407 660 2552
cdmsmith.com

The CDM Smith Florida team includes:

Senior Project Engineer **Dean Snyder, PE, a Volusia County resident.** Dean's 15 years of knowledge includes a diversified foundation of experience in large complex projects (roadway and bridge) throughout Central Florida. He also has extensive experience working with local municipalities and on Local Agency Program (LAP) projects.

Project Administrator **Denny Cowart, a Volusia County resident,** has over 19 years in CEI. Denny brings extensive knowledge and a wealth of experience to this project and is one of our firms' experts in LAP projects.

Providing QA/QC support, **Jill Hoegler and Brian Qualls**, have over 33 years and 35 years of experience, respectively. **Jill is a Volusia County resident.** Her background is primarily with municipality projects coupled with an alternate funding component such as LAP, JPA, and grants, providing PA, CSS, inspection and QA/QC services. **Brian's** extensive experience includes over 35 years of experience comprised of 23 years providing CEI services to FDOT District 5, Central Florida Expressway, and local municipalities across Central Florida, as well as 12 years in quality control at the beginning of his career.

Dean and our entire local team commit to continue to provide the quality and responsive services you have come to expect from our recent projects. Please feel free to contact us with any questions.

We greatly appreciate the opportunity to submit our qualifications and look forward to the selection of CDM Smith as your continued partner in CEI services.

Sincerely,
CDM Smith Inc.

Robert A. Hamm, PE,
Vice President
tel: 407.660.2552
email: hammra@cdmsmith.com

Dean Snyder, PE,
Senior Project Engineer
tel: 386.589.2080
email: snyderrd@cdmsmith.com

As an authorized representative of CDM Smith, I attest the information provided in this submittal is current and factual.

Personnel by Discipline

Administrative	311
Archaeologist	3
Architect	74
Biologist	22
CADD Technician	276
Chemical Engineer	55
Chemist	20
Civil Engineer	630
Computer Programmer	293
Construction Inspector	361
Construction Manager	208
Cost Estimator	62
Ecologist	11
Economist	13
Electrical Engineer	269
Environmental Engineer	799
Environmental Scientist	153
GIS Specialist	148
Geologist	217
Geotechnical Engineer	166
Hydraulic Engineer	106
Hydrologist	94
Industrial Hygienist	2
Land Surveyor	44
Landscape Architect	23
Mechanical Engineer	103
Mining Engineer	4
Other	948
Planner	225
Risk Assessor	10
Safety Health Engineer	60
Sanitary Engineer	46
Scheduler	88
Specifications Writer	27
Structural Engineer	208
Technician	366
Toxicologist	6
Transportation Engineer	226
Water Resources Engineer	86
Total	**6,763**



SECTION 02

Company History, Company Qualifications, Capabilities, and Capacity

Firm History

CDM Smith was founded as a partnership in 1947. In 2012, Camp Dresser & McKee Inc. and Wilbur Smith Associates became CDM Smith, a leading global consulting, engineering, construction, and operations firm delivering integrated solutions in transportation, water, environment, energy, and facilities.

CDM Smith offers the complete range of services in transportation, water, environment, energy, and facilities, and has been successfully assisting clients nationally and internationally for 78 years. Our current active business venues span the globe and include municipal and private clients in every major service area. Locally in Florida, we have been providing engineering services for 50+ years now. Staffed by experienced and fully qualified professionals, we have provided CEI services for more than 30 years in Florida.

Today

CDM Smith is an industry leader for transportation, water, energy, and environmental services

2011

CDM and WSA join forces to form CDM Smith

2000s

60 offices throughout America and overseas

1992

Added transportation to portfolio

1970

CDM incorporated

1960s

Added rail stations and corridors to portfolio; Global expansion begins

1952

Wilbur Smith Associates is formed as transportation consulting/planning firm

1947

Camp Dresser & McKee founded as a partnership for environmental engineering consulting

Firm's Qualifications

CDM Smith has extensive experience providing CEI services to local municipal governments on city and county roads, bridge, trail, and stormwater projects. Specific to this project, we understand the nuances of these types of projects, such as how to handle local traffic volumes, residents' concerns, lane closures, detour restrictions, and how to deliver this project without claims or issues.

Why CDM Smith?

Our CEI staff has a 20+ year working history within Volusia County, starting in 2004.



100 CEI EMPLOYEES IN FLORIDA	184+ EMPLOYEES IN MAITLAND	445+ EMPLOYEES IN FLORIDA	1947 YEAR ESTABLISHED	6,700+ PROFESSIONALS WORLDWIDE
100% EMPLOYEE-OWNED	10 OFFICES IN FLORIDA	50 YEARS SERVING FLORIDA	$1.4B ANNUAL REVENUE	140 OFFICES WORLDWIDE

Throughout our **30+ years of CEI experience,** we have served as the prime CEI consultant on **numerous roadway and safety improvement construction projects throughout Florida**, similar in size and cost to the City's project. Our team has vast experience in the complex areas of this project, including LAP requirements, utility coordination, and Temporary Traffic Control Plan (TTCP) phasing. Our knowledgeable staff knows the correct application of FDOT procedures and, coupled with our years of experience with construction scheduling, will deliver a successful project to the City. We have workable, proven processes in place to coordinate and communicate with all stakeholders and to ensure the tasks under our control remain on schedule and within budget.

CDM Smith's construction engineering and inspection services division has extensive experience in the transportation sector on projects related to the construction of trails, sidewalks, streetscapes, highways, bridges and viaducts, bus and rail systems, and tunnels throughout the world. We consistently engage appropriately skilled and capable personnel, specific to each project, by recruiting and assigning well-qualified, experienced professionals that are familiar with the client's vision, intent, and established methods and procedures. This working principle, accompanied by a demanding focus on quality assurance, allows us to ensure that each client receives a quality construction project.

Our staff are trained and equipped for the implementation of all construction activities, including construction management, CEI, resident engineering, controls, quality assurance, alternative delivery, and subcontractor management. Our full range of services are outlined below.

Firm's Capacity to Perform the Scope of Work

We are committed to providing the City with a project team dedicated to uncompromising service and quality during the length of this contract. If the project construction schedule dictates the need to use additional staff to properly perform inspection and testing, the CDM Smith team can easily cover these extra activities with the use of as-needed inspectors.

We employ over 200 professional CEI staff, including over 100 in Florida, who would be made available to the City as needed. This also means if construction progress on the project slows down for any reason, we will reduce the staff accordingly. CDM Smith utilizes multiple tools, such as our Resource Forecasting Tool, to ensure we provide available and highly competent staff specific to each assignment. We have included our projected commitment of resources throughout the expected time frame for the project in **Tab 6: Workload Capacity.**

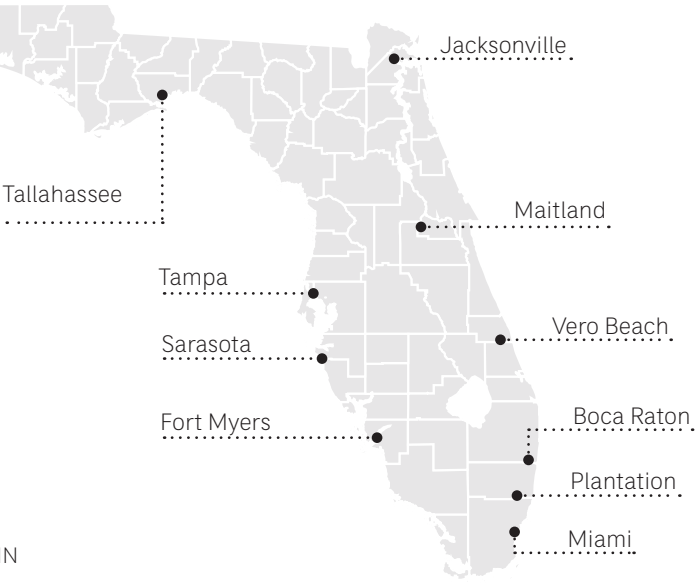
We have also included local subconsultant partners who are ready and able to supplement our capacity, as needed. Because the CDM Smith team is managed by strong CEI leaders and includes a deep pool of resources, we will always provide the best staff in the most efficient manner possible to protect the funds and the best interests of the City, FDOT, FHWA, and residents.

CDM Smith's Full Range of CEI Services

- Drone services
- Environmental and permit compliance
- DBE compliance
- Meeting EEO requirements
- Monitoring contract wage requirements
- Federal and state requirements
- Pre-bid conferences
- Preparation of as-built drawings
- Shop drawing review
- Schedule review
- Maintaining project diary; daily and weekly reports
- Pre-construction utility coordination
- Post-construction evaluation
- Constructability reviews
- Work zone traffic control
- Pre-construction conferences
- Value engineering
- Construction site safety
- Construction schedule development and analysis
- Schedule and budget coordination
- Bid openings and tabulations
- Construction phase permitting
- Contractor evaluations
- Quantity calculations and measurements
- Contract award recommendations
- Claim Assessment and change orders
- Claims mitigation
- Contractor monthly payment requests
- Overall contract administration
- Material approval
- Project documentation
- PRC© software
- Detailed resident inspection
- Acceptance testing and testing of structural products
- Material Acceptance and Certification (MAC) System
- Material certification
- Quality assurance materials testing
- Survey verification
- Pre- and final inspection
- Ensuring certified payrolls and statements of compliance
- Document progress payments and affidavits

CDM Smith is Local

In Florida, we have been providing engineering services for 50 years. We have provided CEI services for more than 30 years to the Florida Department of Transportation (FDOT), cities, and counties. Our Florida offices are shown to the right.



184+
EMPLOYEES IN **MAITLAND**

445+
EMPLOYEES IN **FLORIDA**

10
OFFICES IN **FLORIDA**

Location of Offices

CDM Smith's CEI team is based in our Maitland office at 101 Southhall Lane, Suite 200, Maitland, FL 32751. This location is 50 miles away from the project site, which will allow our team to remain responsive to the City throughout the contract. Our inspection staff is provided with all the equipment necessary to enable their trucks to serve as mobile field offices, and our project management teamwork from field offices within 25 miles of the project site.

Depending on the needs of the project, we can also pull resources from any of our **140 offices—including 10 in Florida**—to accommodate tight schedules and unexpected increases in workload. We have the ability to customize our team to meet the City's needs at every turn.

Exceptional Expertise in Practice Areas

Experience with LAP Projects

In Florida alone, our staff's recent experience includes inspection of more than **80 LAP projects**, with a majority of these projects within FDOT District 5. To demonstrate our capabilities, we have included a list of our Florida LAP-funded CEI projects in the table below. Our firsthand experience with these projects assures the City of our ability to successfully serve as the City's CEI consultant for this project. Projects within Volusia County are highlighted.

CDM Smith Florida CEI LAP Experience

PROJECT	LOCATION	YEAR
Amelia Avenue Improvements	**Volusia County**	**2025**
Avalon Park Boulevard & Waterford Chase Parkway	Orange County	2011
Big Tree Road/Magnolia Avenue Intersection	**South Daytona, City of**	**2012**
Boggy Creek Road Bridge Improvements	Orange County	2012
Bumby Avenue Improvements	Orlando, City of	2011

PROJECT	LOCATION	YEAR
Cady Way Trail (Gaston Edwards Park)	Orlando, City of	2012
Church Street Streetscape East & West Phases	Orlando, City of	2015
Citywide Sidewalks Phase I	Orlando, City of	2014
CR 419 at Lockwood Blvd Turn Lane	Seminole County	2020
Cross Seminole Trail Pedestrian Overpass	Seminole County	2012

PROJECT	LOCATION	YEAR
Dinky Line Trail Phase II	Orlando, City of	2012
Dunn Avenue Bridge over I-95	**Volusia County**	**2011**
ECRRT Cow Creek to Dale Street	**Volusia County**	**2015**
ECRRT SR 415 Pedestrian Overpass	**Volusia County**	**2015**
ECRRT SR 442 Pedestrian Overpass	**Volusia County**	**2015**
Edmondson Road Multi-Use Trail Project	Venice, City of	2018
Evans Street Sidewalk/Trail	Oviedo, City of	2015
5th Street Bridge	**New Smyrna Beach, City of**	**2024**
Gateway Harbor Walk Phase 1A	Charlotte County	2016
Gateway Harbor Walk Phase 1B	Charlotte County	2019
Gatlin at Kennedy	Orange County	2021
Hoagland Boulevard Phase I	Osceola County	2012
Howland Graves Amazon	**Volusia County**	**2021**
I-Drive CMS Improvements	Orlando, City of	2015
Longwood-Lake Mary Road Rehabilitation	Seminole County	2011
Maitland Wayfinding Sign Project	Maitland, City of	2017
Maydell Drive Bridge Replacement	Hillsborough County	2022
Multimodal Improvements for FL Central Pkwy	Longwood, City of	2018
Myrtle Street	Sarasota County	2021
North Cattlemen Road Extension	Sarasota County	2013
North Fort Christmas Road Improvements	Orange County	2021
North Lockwood Boulevard Trail	Oviedo, City of	2011
North Winter Park Drive Resurfacing	Casselberry, City of	2012
Oak Lea Drive Bridge Replacement	**South Daytona, City of**	**2012**
Oakdale Roundabout	Orange County	2023

PROJECT	LOCATION	YEAR
Orange Boulevard Bridge Replacement	Seminole County	2011
Osceola Parkway at Dyer Boulevard	Osceola County	2015
Peachtree Street Improvements Phase II	Cocoa, City of	2015
Pine Hills Trail	Orange County	2017
Poinciana Boulevard at Old Tampa Highway	Osceola County	2015
Ponce Deleon Blvd Path	**Volusia County**	**2021**
RiverWalk Phase II (Sub)	Sanford, City of	2015
Sarasota County Transit Area	Sarasota County	2013
Semoran Boulevard Streetscape	Orlando, City of	2013
Shingle Creek Bike Trail Phase 1	Orange County	2019
Shingle Creek Trail	Orlando, City of	2020
Shingle Creek Trail 2	Orlando, City of	2022
South Ridgewood Avenue	**South Daytona, City of**	**2013**
Spring to Spring Trail	**Volusia County**	**2021**
SR 438/Silver Star Road Streetscape	Orange County	2011
SR 551 & SR 424 Fiber Optic	Orange County	2011
Sugar Mill Drive CEI	**Volusia County**	**2022**
Support	**Volusia County**	**2023**
Taylor Creek Bridge	Orange County	2011
Thorpe Road Bridge	Orange County	2011
US 17-92 and Horatio Avenue	Maitland, City of	2014
Veterans Memorial Bridge	**Volusia County**	**2020**
Vineland/SR 535 Improvements	Orange County	2021
Wallace at Dr. Phillips	Orange County	2020
Wayfinding signs for CTC Trail	**Volusia County**	**2020**
West 25th Street (CR 46A) Pavement	Seminole County	2011
West Bay Drive/Pinellas Trail Gateway Improvements	Largo, City of	2021

Firm's Approach to Meeting Schedule and Budget

The contractor controls the means and methods of construction for a project, but as the CEI consultant we can offer a variety of services and use our experience to push the project forward. Examples include timely shop drawing review prior to or concurrent with the engineer-of-record's (EOR's) review; responsiveness in all aspects of the project; finding solutions in a timely manner; having complete and thorough understanding the plans and project at all times; and always thinking ahead and asking the right questions like "how are you going to build this proposed drainage structure if the existing utilities are in the way?"

As the City of New Smyrna Beach's CEI firm, there are several processes CDM Smith will follow to aid the contractor in their pursuit of timely project completion. Communication is the highest priority; however, other elements contributing to timely project completion include expediting shop drawing reviews, providing quick turnaround time on requests for information (RFIs), and utilizing manpower efficiently. These elements can limit the time a contractor is waiting for the CEI firm to respond or take action.

Our team will review submittals that are not required to be sent to the EOR. For items that do require review from other parties, we will communicate our expectations for a timely review. All submittals will be sent to CDM Smith so we can forward these to the appropriate reviewer and track the review time. If we notice any items being held too long, we will increase our follow-up efforts. Our tracking logs will be provided at the weekly progress meetings so each party will be aware of their turnaround times.

This same approach will be used for RFIs. We will make every effort to answer all questions at the project level and to provide timely responses to any requests. For any items that require EOR assistance or approval, we will always provide our recommendations so much of the burden of response is alleviated. Timely reviews and responses are crucial for the contractor to proceed without delay.

We will also hold pre-activity meetings with all parties involved to help identify potential delays or problems. During these meetings, we will discuss in detail what is expected of the contractor and other parties regarding a particular work activity. For example, during the pre-activity meeting for storm drainage structure and pipe installation, a thorough review of existing utility locations will take place with the contractor to ensure they understand the expectations regarding maintaining existing utilities during proposed utilities. Additionally, we will hold multiple pre-utility meetings throughout the project, with all stakeholders such as NSBU invited, to ensure that expectations are met, and delays and conflicts are avoided in each phase of this project. As with every project meeting, the CDM Smith team will make sure meeting minutes are distributed to all attendees and to the City. We will also follow-up with action items from the meeting.

We will assist the contractor in understanding the requirements of the contract plans, specifications, and contract provisions. If an interpretation of the contract documents involves complex or otherwise significant issues or may have an impact on the cost of performing the work, we will consult with the City. Our team will analyze all problems that develop. Should an issue arise that generates a change order request/ proposal by the contractor, we will review the proposal and analyze proposed extra work to determine if changes to the plans, specifications, or contract provisions are necessary to meet the intent of the contract. If it is determined the work is required and is clearly within the scope of the original contract, we will prepare and submit a recommendation to the City for review and approval or disapproval, and will subsequently prepare, the necessary change order, if requested to do so by the City. Similarly, if it is determined a modification to the original contract is needed, or if the contractor submits a claim for additional time or compensation, the CDM Smith team will analyze the change or request to determine its validity, negotiate with the contractor, and submit a recommendation to the City.

Tools for Success

CDM Smith developed the innovative Resource Forecasting Tool to identify the best available expertise as well as a resource-loaded schedule (Primavera P6) for the assignment to assess the overall resource demands, critical path items, and for dynamic resource needs. Subconsultants will also be contacted routinely to confirm availability and resources for real-time snapshots of the best team member to assign to perform required work.

Changes will be negotiated based on our engineer's estimate for the work and submitted to the City within two weeks of the start of negotiations. The status of each change order will be tracked and differences between the contractor and CEI will be reported to the City if an agreement cannot be reached within the two-week period. As in every situation, the CDM Smith team will attempt to resolve all issues at the lowest possible level.

> **Please Note:** For FDOT LAP projects, all change orders must be reviewed by the FDOT for concurrence, prior to execution by the City and contractor. We will assist the City throughout this process and will ensure that all change orders meet the requirements of the FDOT LAP Agreement and LAP Manual.

Our successful track record for meeting schedule and budget goals on projects is impeccable. One example is our delivery of Volusia County's **East Coast Regional Rail Trail (ECRRT) from Cow Creek to Dale Street LAP project, which was completed three months ahead of schedule**. Another example is Volusia County's Amelia Avenue Improvements LAP project, which our team identified multiple design issues prior to construction of multiple project components, which **assisted the contractor and client from having to perform costly rework and avoided delays to the project.** Also, for Volusia County, our team identified multiple cost savings opportunities on the **Orange Camp Road Widening project,** such as the elimination of several hundred feet of handrail that weren't needed due to no drop off condition being present and also eliminating colored concrete at the roundabout and proceeding with a colored concrete coating system instead.



SECTION 03

Qualifications and Abilities of Project Team

Description of Proposed Project Team

The strength of our team lies in our people. Our highly qualified construction engineering and inspection (CEI) professionals offer the City a DEPTH and BREADTH of experience and include staff that have successfully worked together for many years, including the recent, local Ridgewood Avenue (US-1) milling and resurfacing project for FDOT District 5 as well as the Amelia Avenue Improvements project for Volusia County. Our team is local with a thorough understanding of the area and the ability to remain responsive, with a personal stake in the City's projects.

Organizational Structure

These types of projects require a strong and reliable project management team that is responsive and can deploy the right resources promptly. Among **Dean Snyder, PE (Senior Project Engineer), Denny Cowart (Project Administrator), and other key members of our team such as Deb Wilson** (Project Principal) they have over 75 years of experience leading CEI teams for the successful completion of roadway, highway, and bridge projects. Dean and Denny will serve as the City's point of contact and will oversee the inspection services while constantly evaluating schedule and budget to make sure the contractor stays on track. Additionally, we have added two CEI veterans in **Jill Hoegler and Brian Qualls** to provide quality control throughout the project to provide an extra layer of support.

In addition to the vast resources of CDM Smith, we have also added outstanding local firms as subconsultants on our team, providing the City a depth of resources and availability throughout the life of this contract. Our comprehensive team brings invaluable experience of having worked together on previous assignments. A description of our subconsultant partners is included below.

UES Professional Solutions, LLC | Lab Services and Material Testing

UES is a privately held, rapidly growing engineering and consulting firm with six decades of experience. Specializing in innovative solutions for design and construction challenges, UES provides a comprehensive range of services, including geotechnical engineering, construction materials testing, building code compliance, threshold inspections, environmental and ecological services, and geophysical and geospatial technologies.

With a nationwide network of over 4,000 professionals across more than 100 branches and 80 accredited laboratories, UES will help you navigate even the most complex projects.

McKim & Creed, Inc. | Surveying

McKim & Creed, Inc., is one of the largest, most technically advanced full-service geomatics firms in the Southeast. Ranked first by ENR Southeast, we apply the power of geomatics solutions to benefit our clients. As the industry evolves, McKim & Creed has maintained a commitment to the advancement of the industry by providing cutting-edge technology and cost-effective data collection. Their team provides airborne and mobile lidar/scanning, unmanned aerial systems, subsurface utility engineering and hydrographic and conventional surveying services for the energy, transportation, federal, land development, water and building markets.

Our organizational chart is on the following page and is followed by brief resumes for each team member.

Organizational Chart

City of New Smyrna Beach Engineer
Kyle Fegley, PE



Project Principal
Deb Wilson[1]



Senior Project Engineer
Dean Snyder, PE[1]



QA/QC Manager
Jill Hoegler[1]



QA/QC Manager
Brian Qualls[1]



Project Administrator
Denny Cowart[1]



Contract Support Specialist
Brian Altomare[1]



Resident Compliance Specialist
Amanda Harbinson[1]

Senior Inspectors
Jesus Arreola[1]
Cory Hayes[1]
Rob Duffee[1]

Inspector
Cristian Palmero[1]
Eduardo Vazquez-Palacios[1]

Inspector Aide
Ryan Waddell[1]

Supporting Team

Lab and Materials Testing
Justin Montalvo[2]

Survey
Matt LaLuzerne, PSM[3]

The Proposed CDM Smith team has worked seamlessly together on numerous FDOT funded projects—Meaning we'll act as ONE COHESIVE TEAM with no learning curve!

Legend

CDM Smith[1]
UES Professional Solutions (UES)[2]
McKim & Creed[3]

Staff Qualifications

On the following pages, we have provided qualification summaries for our key personnel.



Robert Dean Snyder, Jr., PE | Senior Project Engineer

As a Senior Project Engineer, Dean brings a diversified foundation of experience in large complex projects (roadway and bridge) throughout Central Florida, as both a Senior Project Engineer, Project Engineer, and a Designer. Many of Dean's recent projects include the management and administration of alternate funding components such as LAP, grants, and JPAs. As a Volusia County resident who lives close to this project and drives through it daily, Dean is excited for the opportunity to support the successful completion of this important improvement project.

15 YEARS OF EXPERIENCE
07 YEARS WITH CDM SMITH
TIN S53676491

Education
ME – Civil Engineering, BS Civil Engineering

Registration
Professional Engineer: Florida #90924

Certifications
FDOT Temporary Traffic Control (TTC) Advanced Certification
FDOT CTQP QC Manager Certification
Critical Structures Construction Issues
FDOT CTQP Final Estimates – Level 1 & Level 2 Certifications
Department of Environment Protection (DEP) Stormwater Erosion and Sedimentation Control Inspector Certification

Project Experience

- QA/QC & SPE Support, 5th Street Bridge LAP, City of New Smyrna Beach, FL
- Senior Project Engineer, Pavement Management Program, Orange County, FL
- Senior Project Engineer, Old Cheney Hwy Drainage Improvements, Orange County, FL
- Senior Project Engineer, Amelia Ave Roundabout LAP, Volusia County, FL
- Project Engineer, 417-141 – SR 417 Widening from International Dr. to John Young Pkwy, Central Florida Expressway, CFX, FL
- Senior Project Engineer, Spring Hammock (DOI & FDEP LWCF Grant Funded)
- Project Administrator, 253G – SR 408/SR 417 Ultimate Interchange Improvements Phase II, CFX, FL
- Project Administrator, 599-643A/B/C/RR – System Wide Pay By Plate (PBP) Signs – SR 408, SR 417, Misc., CFX, FL
- Project Engineer, Veterans Memorial Bridge, Volusia County, FL



Deb Wilson | Project Principal

Deb brings 31 years of experience in CEI services, with a wealth of knowledge to her team as the Technical Delivery Manager for CDM Smith Southeast region. Deb's primary focus has been on the FDOT work program, having provided services including contract administration, compliance (EEO) standards, contract administration, supplemental agreements and Local Agency Projects. Deb fully understands the structure of FDOT's organization, and will support the team to best serve Volusia County and their LAP agreement.

31 YEARS OF EXPERIENCE
17 YEARS WITH CDM SMITH
TIN H42417269

Education
High School Diploma

Certifications
CTQP Final Estimates Level 1 & 2
FDOT Local Agency Program Checklist Training – Professional Services

Project Experience

- Contract Administrator, CEI Areawide 06, FDOT District 5, Orange County, FL
- Project Manager, FDOT District 5, CEI Areawide 15, Districtwide, FL
- Project Manager, FDOT District 5, Maintenance Projects, FL
- Contract Administrator, CEI Areawide 12, Districtwide, FDOT District 5, FL
- Contract Administrator, CEI Areawide 10, Districtwide, FDOT District 5, FL
- Contract Administrator, CEI Florida Construction Services, Seminole County, FL
- Contract Administrator, CEI Areawide 08, Districtwide, FDOT District 5, FL
- Contract Administrator, CEI Areawide 04, FDOT District 5, FL



Dennis Cowart | Project Administrator

With 20 years in CEI, Denny brings extensive knowledge and a wealth of experience to his role as Project Administrator. His prior projects have ranged from major roadway modifications or new installations to multiple complex bridge structures. Denny is known for his conscientious efforts to exceed the client's expectations and deliver successful projects. As a Volusia County resident, Denny looks forward to working on this important improvement project within his community.

20 YEARS OF EXPERIENCE
07 YEARS WITH CDM SMITH
TIN C63016385

Education
High School Diploma

Certifications
CTQP Asphalt Paving Technician Level 1 & 2
CTQP Concrete Field Inspector Level 2
ACI Concrete Field Testing Technician Grade 1
FDOT Concrete Field Inspector Specification
ACI Concrete Transportation Construction Inspector (CTCI)
ACI Concrete Laboratory Testing Technician Certificate - Level 1
ACI Aggregate Base Testing Technician Certificate
CTQP Earthwork Construction Inspection Level 1 & 2
CTQP Final Estimates Level 1 & 2
Critical Structures Construction Issues
CTQP Drilled Shaft Inspection
CTQP Pile Driving Inspection
Nuclear Radiation Safety
CTQP Asphalt Paving Nuclear Radiation Safety

Project Experience

- Project Administrator, Amelia Ave Roundabout LAP, Volusia County, FL
- PA Support / Sr. Inspector, 5th Street Bridge LAP, City of New Smyrna Beach, FL
- Senior Inspector, Sugar Mill Drive Reconstruction Project, Volusia County, FL
- Senior Bridge Inspector, Veterans Memorial Bridge, Volusia County, FL
- Assistant Project Administrator, Orange Camp Road Widening and Roundabout, Volusia County, FL



Brian Altomare | Contract Support Specialist

Brian has 6 years of construction inspection experience that includes roadway projects for FDOT Districts 5 and 1, Central Florida Expressway Authority (CFX), and several local municipalities. Brian's experience has honed his leadership skills and abilities to efficiently, effectively, and successfully manage complex projects. His involvement in all aspects of roadway construction include inspections, materials sampling and testing, and construction management.

06 YEARS OF EXPERIENCE
01 YEARS WITH CDM SMITH
TIN A43507886

Education
High School Diploma

Certifications
FDOT Intermediate MOT
CTQP Asphalt Paving I/II
CTWP Earthwork Construction Inspection I/II
Final Estimates I/II

Project Experience

- Senior Inspector, Pavement Management Program, Orange County, FL
- Senior Inspector, 417-141 – SR 417 Widening from International Dr. to John Young Pkwy, Central Florida Expressway, CFX, FL
- Assistant CSS, 5th Street Bridge Replacement at Yacht Club Cut, New Smyrna Beach, FL
- Assistant CSS, Amelia Avenue Improvements from Voorhis Avenue to Ohio Avenue, Volusia County, FL
- CSS, FDOT Group 257, SR 5 from Reed Canal to Spruce Creek Bridge, FL



Amanda Harbinson | Resident Compliance Specialist

Amanda provides Resident Compliance Specialist management of well over 100 projects in her 8 years of experience. Known in the industry for her thorough knowledge of compliance, District 5 has utilized her services in two special assignments in their offices. Her first special assignment was as the D5 OJT RCS in which she handled all projects with an On-the-Job Training requirement and the second special assignment was a LAP Oversight role—managing oversight of LAP Projects, CCCA Reviews of LAP Projects, and being the contact person for the LAP RCS when they needed guidance.

09 YEARS OF EXPERIENCE
02 YEARS WITH CDM SMITH
TIN H61501282

Education
MA - Forensic Science, Eastern Washington University
BA - Criminal Justice, National University

Certifications
CTQP Final Estimates Level 1 & 2

Project Experience

- FDOT LAP Oversight, District 5
- FDOT OJT Program Management, District 5
- Successful management of over 100 Federal Projects
- Inspector, Spring Hammock Preserve Improvements, Seminole County, FL



Volusia County Resident

Jill Hoegler | QA/QC Manager

Jill's career began working in the CMT lab providing testing and inspection services for FDOT and Florida Counties. She transitioned to an IA inspector for D5 Materials, then Final Estimates, Contract Support Specialist, Resident Compliance Specialist, Project Manager, Contract Manager, Project Administrator, and currently Regional Team Leader. Jill's 33 years of expertise bring a wealth of experience to this team. As a Volusia County resident, she looks forward to supporting this important project to its successful completion.

34 YEARS OF EXPERIENCE
05 YEARS WITH CDM SMITH
TIN H24642168

Education
High School Diploma

Certifications
Advanced MOT
CTQP Asphalt Paving Level 1 & 2
CTQP Asphalt Plant Level 1
CTQP Earthwork Construction Inspection Level 1 & 2
Final Estimates Level 1 & 2
CTQP QC Manager
Qualified Stormwater Management Inspector
Nuclear Gauge Safety
FDOT MOT Advanced
FDOT Critical Structures
Earthwork Density Record System
FDOT Local Agency Program Checklist Training – Professional Services
BABA Implementation
FDOT IDDE Certification

Project Experience

- Project Administrator, CEI Services, LAP Project Assistance, Orange County, FL
- Construction Materials Project Manager, Harris County Engineering, Road and Bridge Construction Programs, Houston, TX
- Federal Compliance Specialist and RCS/CSS Training Coordinator, MTN Resources, Houston, TX



Brian Qualls | QA/QC Manager

Brian's work experience includes over 35 years of experience in the roadway and civil construction industry. He has been involved in CEI projects which included new construction, reconstruction and emergency construction of all aspects of highways, interchanges and bridges throughout central and southwest Florida. His prior experience includes installation, set up, and troubleshooting of asphalt plants and have completed several projects serving as the QA/QC Manager.

35 YEARS OF EXPERIENCE
<1 YEARS WITH CDM SMITH
TIN Q42007773

Education
Livingston University, AA Pre-Engineering, 1993
Alabama Southern Community College, Dual AA Degrees'
Industrial Technology

Certifications
CTQP Asphalt Paving Level 1 & 2
CTQP Earthwork Level 1 & 2
CTQP Final Estimates Level 1 & 2
CTQP QC Manager
MOT/TTC Advanced
FDOT Critical Structures
Nuclear Radiation Safety /HazMat
FDEP Stormwater Erosion and Sedimentation Control Inspector
FEMA 200C
CFX – Vanguard Maintenance and Software Certification
CFX - CCTV System and Lowering Device Certification

Project Experience

- Project Administrator, 429-154 –SR 429 Widening from Tilden Rd to Florida's Turnpike, Central Florida Expressway (CFX), FL
- Project Administrator, SR 520 Milling and Resurfacing from the Orange County Line to West of SR 524, FDOT District 5, Brevard County, FL
- Project Administrator, SR 326 from SR 326 Railroad Crossing to East of CR 25A, FDOT District 5, Marion County, FL

Volusia County Resident

Jesus Arreola | Senior Inspector

Jesus' work experience includes over 10 years in the roadway and civil construction industry. He has a proven record of effectively maintaining communication with clients, including FDOT, Central Florida Expressway Authority and other governing municipalities. His previous experiences include all aspects of concrete, earthwork, testing and reporting, electrical lighting, MAC and Intelligent Transportation Systems.

11 YEARS OF EXPERIENCE
<1 YEARS WITH CDM SMITH
TIN A64042185

Education
High School Diploma

Certifications
Asphalt Paving Technician Level 1
Earthwork Construction Inspection Level 1 & 2
Final Estimates Level 1
Concrete Field Technician Level 1
Drilled Shaft Inspection (pending)
FDOT Intermediate TTC
Nuclear Radiation Safety / HazMat
FDEP Stormwater Erosion Inspector
Concrete Field Inspector Level II
ACI Concrete Field Testing Technician
FDOT Concrete Field-Testing Technician
CFX - Vanguard Maintenance & Software Certification
CFX – CCTV System & Lowering Device Certification
CFX – Fiber Optic Network

Project Experience

- Senior Inspector, Traffic Engineering, Orange County, FL
- TS Inspector, Central Florida Expressway Authority (CFX) SR 429 Widening from Tilden Rd to Florida's Turnpike, Orange County, FL
- Inspector, FDOT District 5, SR 600 International Speedway Boulevard (US 92) from N Alabama Ave to East of N Kepler Rd, Volusia County, FL

Cory Hayes | Senior Inspector

Volusia County Resident

Cory's 13 years of experience include both Quality Control and Verification testing for the installation of infrastructure on Florida's roadways. Cory has prior experience with Construction Materials Testing and has worked with FDOT, Central Florida Expressway, and many municipalities. Cory and his family live in close proximity of this project, and he is excited for the opportunity to work with the City on this important improvement project.

13 YEARS OF EXPERIENCE
02 YEARS WITH CDM SMITH
TIN H20011886

Education
High School Diploma

Certifications
CTQP Asphalt Paving Technician Level 1 & 2
CTQP Concrete Field Technician Level 1
CTQP Concrete Field Inspector Level 1 & 2
ACI Concrete Field Testing Technician
Concrete Field FDOT Specification Class
CTQP Earthwork Construction Inspection Level 1 & 2
CTQP Final Estimates Level 1 & 2
CTQP QC Manager
CTQP Pile Driving Inspection – Pending
Nuclear Safety Certification
FDOT Advanced Temporary Traffic Control (TTC)
Qualified Stormwater Management Inspector
FDOT Critical Structures Construction Issues
CTQP Dilled Shaft Inspector

Project Experience

- Senior Inspector, FDOT Group 257, SR 5 from Reed Canal to Spruce Creek Bridge, FL Inspector,
- Pavement Management, [FIN N/A; Contract #Y18-906], Orange County, FL
- Senior Inspector, SR 417-142, [CFX Project No. 417-142], FL
- Senior Quality Control Technician, Wekiva 7A, [240200-2-52-01], Sanford, FL

Rob Duffee | Senior Inspector

Volusia County Resident

Rob is a highly qualified Senior Inspector with more than 19 years of CEI experience that encompasses District 5 of the FDOT, as well as the CFX and Turnpike. His inspection experience includes Local Agency Program (LAP), including the 5th Street Bridge in New Smyrna Beach, which he is currently on. Rob is a resident of Volusia County and looks forward to the opportunity to work on this important improvement project.

19 YEARS OF EXPERIENCE
09 YEARS WITH CDM SMITH
TIN D10077380

Education
BS - Graphics/Computer Network & Programming, Florida Tech College

Certifications
CTQP Asphalt Paving Technician Level 2
CTQP Concrete Field Inspector Specifications
Concrete Field Inspector Level II
ACI Concrete Field Testing Technician, Grade 1
ACI Concrete Transportation Construction Inspector Certification
CTQP Earthwork Construction Inspection Level 1 & 2
CTQP Final Estimates Level 1
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection
Nuclear Safety Certification
Hazmat & Security Awareness Training

Project Experience

- Senior Inspector, 5th Street Bridge LAP project, New Smyrna Beach, FL
- Senior Inspector, Orange County Traffic Engineering, FL
- Senior Inspector, Amelia Ave Roundabout LAP, Volusia County, FL
- Senior Inspector, 253G – SR 408/ SR 417 Ultimate Interchange Improvements Phase II, CFX, FL
- Senior Inspector, 417-141 – SR 417 Widening from International Dr. to John Young Pkwy, CFX, FL

Cristian Palmero | Inspector

Palmero has extensive experience in construction materials testing for local municipalities and county governments. He has performed construction inspection of concrete bridges, earthworks quality control, concrete quality control, and construction materials testing in a CMEC Accredited laboratory, including quality control services for both design-build projects and bid-build projects for FDOT.

09 YEARS OF EXPERIENCE
03 YEARS WITH CDM SMITH
TIN P45610795

Education
High School Diploma

Certifications
CTQP Asphalt Paving Level 1 & 2
CTQP Concrete Field Level 1 & 2
ACI Concrete Field Inspection Grade 1
ACI Concrete Transportation Construction Inspector
CTQP Earthwork Construction Inspection Leve 1 & 2
Final Estimates Level 1 & 2
CTQP QC Manager
CTQP Drilled Shaft Inspection
FDOT Concrete Field Inspector Specification
Nuclear Radiation Safety
Hazmat & Security Awareness Training
FDEP Stormwater Management Inspector

Project Experience

- Inspector, Pavement Management Program, Orange County, FL
- Quality Control Inspector, SR 15/600 (US 17/92), FDOT District 5, Orlando, FL
- Inspector, SR 417 Widening from John Young Parkway to Landstar Boulevard, Central Florida Expressway Authority, CFX, FL

Eduardo Vazquez-Palacios | Inspector

Volusia County Resident

Eduardo Vazquez-Palacios is an inspector with 3 years of industry experience. He is a problem solver that can adapt to new experiences and projects to meet any job requirements. His experience as a pipe layer gives him the skills he needs to work with a team.

03 YEARS OF EXPERIENCE
<1 YEARS WITH CDM SMITH
TIN V22120002

Education
High School Diploma

Certifications
CTQP Asphalt Paving Level 1
FDOT MOT Intermediate
Concrete Field Technician Level 1
CTQP Earthwork Construction Inspection Level 1

Project Experience

- Inspector, 5th Street Bridge Replacement at Yacht Club Cut, New Smyrna Beach, FL
- Inspector Aide, FDOT Group 257, SR 5 from Reed Canal to Spruce Creek Bridge, FL
- Inspector, Pavement Management, Orange County, FL

Ryan Waddell | Inspector Aide

Volusia County Resident

Ryan is a detailed oriented, driven inspector who knows how to work well in a fast-paced environment. He is currently taking classes at Daytona State College in advanced level STEM with goals of continuing to a bachelor's in civil engineering. Ryan is also taking certification classes to further his experience as an inspector. His military and management training has given him a good basis to work in a professional environment.

<1 YEARS OF EXPERIENCE
<1 YEARS WITH CDM SMITH
TIN W34073302

Education
AA, Basic Studies, Daytona State College
United States Coast Guard Academy

Certifications
Asphalt Paving 1
FDOT Temporary Traffic Control (TTC) Intermediate Certification

Project Experience

- Inspector, Pavement Management Program, Orange County, FL

Justin Montalvo | Laboratory Manager/Technician

With six years of experience, Justin serves UES' Daytona location as a Laboratory Supervisor. In this role, he receives, prepares, and runs all soil testing promptly (and properly fashioned) while confirming the proper function and maintenance of all testing equipment used (per the manufacturer's policy). He ensures that project testing requirements are met and comply with project specifications, requirements, and company policies or procedures.

06 YEARS OF EXPERIENCE
06 YEARS WITH UES
TIN M53442092

Education
High School Diploma

Certifications
CTQP Aggregate Base Testing Technician
CTQP LBR Technician
CTQP Asphalt Paving - Level 1
CTQP Concrete Lab Technician - Level 1
CTQP Earthwork Construction Inspection - Level 1
CTQP LBR Technician

Project Experience

- Laboratory testing, Asphalt samples (preparation, laboratory tests, and testing worksheets)
- Laboratory testing /reporting, Asphalt batch plant quality control
- Laboratory testing, Concrete samples (preparation, laboratory tests, and testing worksheets)

Matt LaLuzerne, PSM | Survey

Matt has served as the project manager and surveyor of record for design surveys of hundreds of corridor miles of FDOT roadways. He is experienced leading large continuing service contracts and districtwide contracts, managing multiple assignments simultaneously.

20 YEARS OF EXPERIENCE
03 YEARS WITH MCKIM & CREED

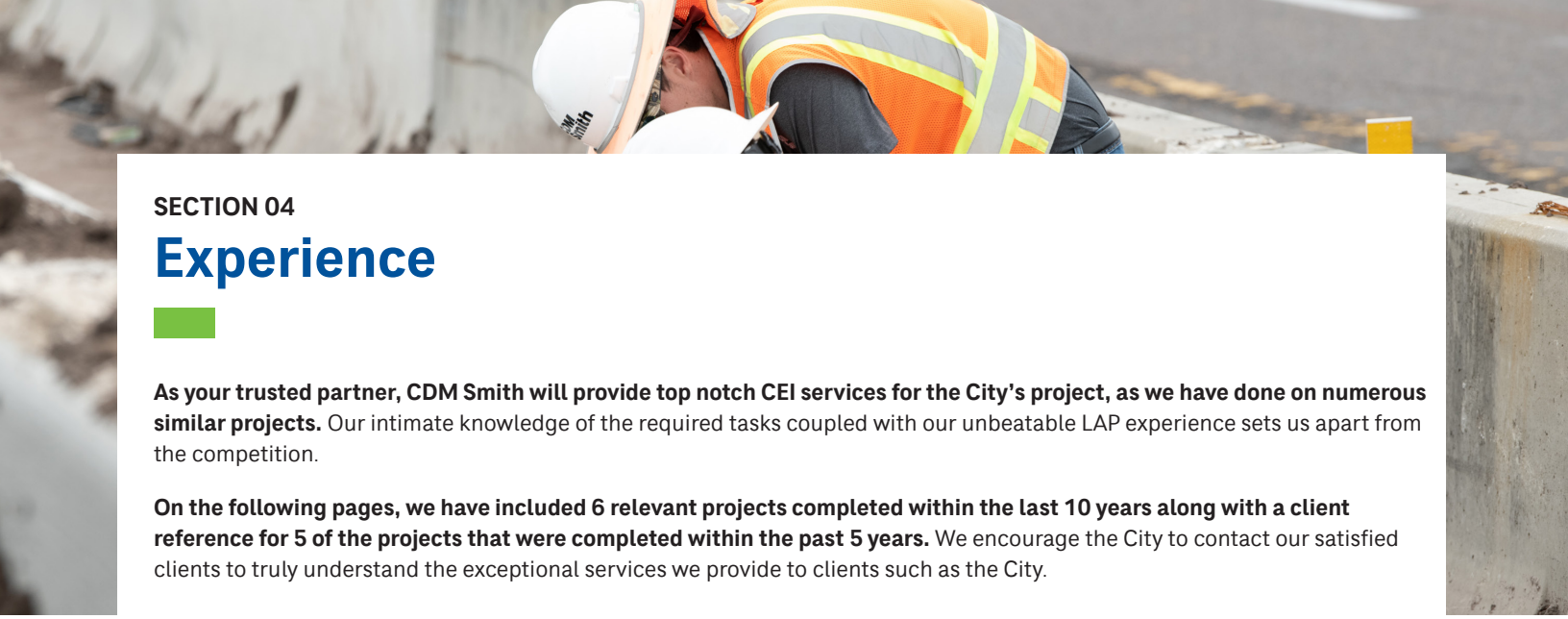
Education
MBA, Rollins College
BS. Geomatics, University of Florida

Qualifications
Contract Management, Quality Management/ Quality Control

License
PSM/FL L56766

Project Experience

- Project Manager, FDOT D5 1-4 at SR535 Interchange Improvements, Orlando, FL
- Project Manager, FDOT Turnpike Suncoast Parkway, Hernando/Citrus, County, FL
- Contract Manager, Statewide Surveying and Mapping, Florida Department of Environmental Protection, Statewide, FL



SECTION 04

Experience

As your trusted partner, CDM Smith will provide top notch CEI services for the City's project, as we have done on numerous similar projects. Our intimate knowledge of the required tasks coupled with our unbeatable LAP experience sets us apart from the competition.

On the following pages, we have included 6 relevant projects completed within the last 10 years along with a client reference for 5 of the projects that were completed within the past 5 years. We encourage the City to contact our satisfied clients to truly understand the exceptional services we provide to clients such as the City.

Orange Camp Road Roundabout at Dr. Martin Luther King, Jr. Beltway

Volusia County, FL

The project encompassed over 2 miles of roadway widening and realignments, including the construction of a roundabout at the intersection of C.R. 4116 Orange Camp Road and C.R. 4101 Dr. Martin Luther King Jr. beltway. The road was widened from 2 to 4 lanes and included extensive stormwater improvements. Additionally, the County included sidewalk from east of I-4 to Summit Avenue. The project incurred many unforeseen issues such as the increase in price for handrail and costs for colored concrete, which CDM Smith mitigated these issues to avoid cost increases for the County. Project elements included clearing, grubbing, removal of reclaimed waterline, excavation, embankment, base, asphalt milling and paving, storm pipe and inlets, concrete gravity and end walls, concrete curb, gutter and traffic separators, sidewalks and valley gutters, ditch pavement, rubble riprap, light poles, signage, and erosion control. All work was performed to comply with ADA requirements.







Client
Volusia County

Reference
Wayne Jackson
386.861.8655
WJackson@Volusia.org

Project Cost
$10,080,854.09

Year Completed
August 2022

Amelia Avenue Improvements from Voorhis Avenue to Ohio Avenue (LAP)

Volusia County, FL

This is a safety improvements project on Amelia Avenue between Voorhis Avenue and Ohio Avenue (approximately 3,000 feet) in Deland, FL. The project consists of converting Amelia Avenue from a four-lane undivided section to a three-lane section with two travel lanes, a two-way continuous left-turn lane, 8-foot-wide sidewalks, and access management improvements. The project will also include safety improvements, a traffic signal modification at the intersection with SR-44, a mini roundabout at the intersection with Ohio Ave., stakeholder coordination, resurfacing, signage, and pavement markings. Amelia Avenue is located approximately 2 blocks East of SR-17/92 near downtown Deland, Florida. The project consists of two segments: (1) from Voorhis Ave. to SR-44 which is owned and maintained by the City of Deland and (2) from SR-44 to Ohio Ave. which is owned and maintained by Volusia County.

Client
Volusia County

Reference
Wayne Jackson
386.861.8655
WJackson@Volusia.org

Project Cost
$3.2M

Year Completed
Expected April 2025

Oakland Roundabout

Orange County, FL

CDM Smith provided CEI services on this project, which consisted of providing a Senior Project Engineer, Project Administrator, inspection staff, materials testing, and a Resident Compliance Specialist to assist Orange County by providing Project Management and Support services during the construction of this project. Construction consisted of the reconstruction of the existing offset intersection of Oakland Avenue and J.W. Jones Road with Old Highway 50. The reconstruction includes the realignment of all three roadways to create a roundabout intersection involving construction of both the roadway and the storm sewer system. This project will also include the re-alignment of the West Orange Trail within the project limits to accommodate the new roundabout intersection. The project also included some work within the SR 50 Right-of-Way (ROW), including modifications to the existing signals at the intersection of SR 50 and Oakland Avenue.







Client
Orange County Highway Construction

Reference
Shawn Kennedy
321.354.7410
Shawn.Kennedy@OCFL.net

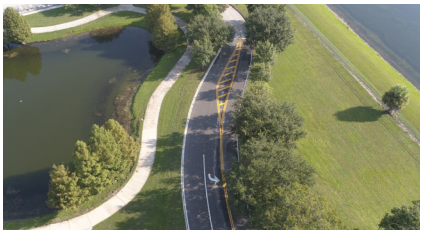
Project Cost
$2,967,063.38

Year Completed
March 2023

Gatlin Avenue, Kennedy Avenue and Arrow Road Intersection Improvements

Orange County, FL

This Local Agency Program (LAP) funded project included widening for northbound and southbound left-turn lanes into Gatlin Avenue from Kennedy Avenue, and westbound and eastbound left-turn lanes onto Kennedy Avenue from Gatlin Avenue, including westbound and eastbound left-turn lanes onto Arrow Road from Gatlin Avenue. CDM Smith provided CEI services including contract management, inspection, and testing. Prior to construction the CEI staff was responsible for utility coordination. Construction elements included milling, resurfacing, asphalt interlayer, stabilization, soil cement, concrete curb and gutter, clearing, grading, excavation, embankment, grading, utility adjustments, milling and installation of storm pipe and inlets, ADA-compliant pedestrian upgrades concrete end wall, riprap, ditch regrading, pedestrian crossing signals, pedestrian detectors, MOT phasing, and thermoplastic pavement markings. The project included a federal funding component administered in cooperation with the FDOT LAP.



Client
Orange County

Reference
Shawn Kennedy
321.354.7410
Shawn.Kennedy@OCFL.net

Project Cost
$963,511.44

Year Completed
July 2021

SR 400 (Beville Rd) from Williamson Blvd to East of Forest Lake Blvd (442906-1)

Volusia County, FL

This project included milling and resurfacing Beville Rd (State Road 400) from Williamson Blvd to east of Forest Lake Blvd. Pedestrian safety improvements were made including adding crosswalks at the Beville Rd signalized intersections at Williamson Blvd and Pelican Bay Dr, constructing pedestrian landings and adding new pedestrian signals in compliance with current ADA standards. Pedestrian lighting was installed at the Williamson Blvd intersection under this project, too

Client
FDOT District 5

Reference
Rick Coe
386.527.3831
Frederick.Coe@dot.State.Fl.Us

Project Cost
$1,641,425.00

Year Completed
April 2023

East Central Regional Rail Trail (ECRRT) – Segment 6 from Cow Creek to Dale Street (LAP)

Volusia County, FL

A new 12-foot wide asphalt multi-use trail along the abandoned ECFR. The trail will conform to the most current requirements for the Americans with Disabilities Act (ADA) and begins along Cow Creek approximately 1,100 feet south of Eels Grove Road and extends northeast along the rail corridor to Dale Avenue, a distance of 3.921 miles. The project includes clearing and grubbing (including railroad ties), excavation, stabilization, base and asphalt courses, wooden rail pedestrian fencing, culvert replacement, connector sidewalk, signing and striping, and miscellaneous appurtenances such as benches and trash receptacles.
The project also included the replacement of a wooden railway trestle with a quadruple 10-foot by 6-foot concrete box culvert. The construction will coordinate with the design-build (DB).

Client
Volusia County

Reference
Wayne Jackson
386.861.8655
WJackson@Volusia.org

Project Cost
$2M

Year Completed
April 2016



SECTION 05

Project Plan

CDM Smith understands the City of New Smyrna Beach has entered into a Local Agency Project (LAP) Agreement with the Florida Department of Transportation (District 5) to secure federal funds for the Washington Street Roadway Improvements project. There are many requirements that must be met by the City to receive funding reimbursement from FDOT, such as material certifications and material tracking, Equal Opportunity (EEO), Disadvantaged Business Enterprise (DBE) and On the Job Training (OJT) compliance reporting. If these requirements are not met, project funding is at risk. This is why the selection of the right CEI team is imperative to the project's success. The firm selected must know and deliver these procedures in a timely manner.

CDM Smith is that team! We bring irreplaceable experience to the City because of the advantage we have working with numerous agencies on contracts just like the Washington Street Improvements. CDM Smith has experience working with Volusia County, Orange County, Seminole County, Osceola County, and the cities of Daytona Beach, Orlando, Maitland, Ocoee, Lake Mary, Oviedo, Casselberry, and Sanford in the documentation procedures required by LAP specifications. Because of our broad experience, we are skilled in the implementation and administration of LAP contracts. We can assist the City with any remaining negotiations needed pertinent to the LAP agreement and any approval processes required prior to NTP. Our experience allows us to hit the ground running and is essential to the City's success with this high-profile, LAP project. Our proposed project team has an outstanding track record with the FDOT LAP group and on FDOT District 5 projects, and are confident that we are the right team to successfully deliver the Washington Street Roadway Improvements project to the City.

Innovative Use of Technology

CDM Smith uses technology for efficiency and early identification of issues, which saves time and money on the projects that we manage. We are familiar with FDOT software such as Material Acceptance & Certification System (MAC) and the Lane Closure Notification System (LCNS), and we utilize software such as Revu Bluebeam and Microsoft Teams, which provides our field staff with continuous communication with the project management team to review plans, specifications, and any site conditions or concerns in the field. Our team has several FAA certified drone pilots and a fleet of American-made drones, such as our Skydio X10 that will be committed to this project and is equipped with a RTK module that has centimeter-level positional accuracy for precise post-flight data analysis. We utilize a software called DroneDeploy, which allows us to overlay plan sheets over drone footage to ensure a project is being constructed correctly and enables us to monitor construction progress between flights. We can use the X10 and DroneDeploy to take linear measurements and determine elevations to accuracies within an inch; calculate volumetric measurements which is extremely beneficial for earthwork operations such as excavation and embankment; and measure cross slopes to a tenth of a percent. Due to the project's proximity to the New Smyrna Beach Municipal Airport, the project is within a Class D controlled airspace and is marked as a low-altitude only area, meaning drones aren't permitted to fly more than 50 feet above ground level without FAA approval. If we are selected, our team will coordinate with the FAA in an attempt to receive authorization to be able to regularly fly higher and capture the best drone footage possible to be able to use our teams' vast technological resources to the benefit of the project. Additionally, our team is qualified to use contractor-grade survey equipment, such as Trimble rovers, as we did on SR 415 Milling and Resurfacing under CEI Group 206 for District 5. Our team has access to and is competent with survey equipment such as our Erros Gold ENSS rover, electronic total stations, and transit levels. CDM Smith's technology reduces reliance on contractor and FDOT survey for verification, provides instant access to data, and increases conflict resolution speed, saving time and money and enabling us to deliver the highest quality project possible. CDM Smith's approach to this project is to provide a group of highly trained inspectors and administrative

personnel equipped with state-of-the-art technology. Our inspection staff is provided with trucks that are equipped with everything they need to be a mobile office, which reduces our reliance on a field office. Lastly, our team utilizes an internal SharePoint File System, and we will record and backup data daily. All data will be stored and shared with the City throughout construction, and we will provide access to the FDOT LAP group so they can conduct their monthly quality assurance reviews (QARs). Upon the project's completion, we will provide the City with an electronic storage package complete with project-related documents which will be satisfactory for an FDOT or Federal Highway Administration (FHA) review or audit.

Inspection of Construction Materials

We will ensure that all materials incorporated into the project meet the requirements of the contract. Our inspection staff will verify that all materials are included on the FDOT's Approved Product List. CDM Smith will retain a material submittal log and will ensure that all material submittals are thoroughly reviewed and turned around in a timely manner. Some material examples are:

- **Storm Pipe and Drainage Structures –** we will verify that shop drawings are submitted and approved, and that Build America Buy America (BABA) Certifications are sent from the manufacturer. Our inspection staff will inspect and verify the proper dimensions at delivery. In place density testing is required and will be conducted by the contractor's quality control representative and verified by the CEI.
- **Permanent Signing –** we will verify that all signs installed meet the requirements of specification section 700 including the retroreflective sign sheeting, mounting hardware, support structures and proper placement and orientation. We will verify that the contractor submits all required certifications and warranty paperwork.
- **Concrete –** Prior to concrete placement, we will make sure that all mix designs have been approved by the FDOT, the proper delivery tickets have been delivered, the water cement ratios are within tolerance, and the concrete is being cured correctly. Our inspection staff will conduct prepour inspection on all concrete locations including curb, sidewalk, valley gutter.
- **Final Pavement Striping / Thermoplastic –** we will verify that all striping is accompanied with the contractor's striping certification, reflectivity readings, mill thickness checks, and glass sphere testing.

Roadway and Drainage

As your CEI, we will ensure that the contractor is following their quality control plan and constructing the roadway and drainage per the contract plans and the established specifications and standard plans. We will confirm the contract is being followed and all testing is performed in accordance with the contract documents. The drainage will be installed in two phases. There are numerous locations where the drainage will have to be partially installed in Phase 1 and completed in Phase 2. These locations will require the contractor to bulkhead the pipe and abandon it until the next phase. The CEI will ensure that the existing drainage is not demoed if there is a credible assessment that stormwater will be an obstruction and affect local businesses and the traveling public.

All material certifications including any testing conducted at the precast facility, BABA Certifications, and shop drawings will be verified by our team. We will verify that the contractor's QC testing firm has completed the electronic logbook in FDOT's MAC system and that all testing is entered into MAC at the time field testing was conducted. The CEI will also confirm that the contractor's quality control manager is inputting the monthly quantities in MAC under the Job Guide Schedule section. The CEI will verify all flow line elevations at the time of drainage structure installation, we will verify roadway cross-slopes during paving operation, and we will ensure the contractor is following the roadway typical sections for roadway and overbuild construction.

Additionally, due to the presence of NRHP-Eligible or Listed Resources near the eastern end of the archeological area of potential effect (APE), a Secretary of the Interior (SOI) qualified archaeologist must be on site to monitor all ground disturbing activity in the vicinity of the project limits, as noted on Plan Sheet C1.6 under General Note 28. Also, all construction crews are required to be trained on Chapter 872, Section 5, of the Florida Statutes as well as the Native American Graves Protection and Repatriation Act (NAGPRA) due to the proximity of unmarked historic and prehistoric burials in the vicinity of the archeological APE. Our team will ensure these topics are discussed with the contractor at the pre-construction meeting and throughout the project and will ensure that our team is trained on these requirements as well so we can confirm the contractor is following them correctly.

Stormwater Management System

We will verify that the contractor is following their approved stormwater pollution prevention plan (SWPPP), and the project remains in compliance with all permits. We will ensure the contractor submits a weekly SWPPP inspection report and a report after a rain event. Our inspection staff will conduct timely internal inspections on all preventive devices. We will make sure that all disturbed sediment is contained within the project and does not runoff on private property or spill into the storm system. We will facilitate a pre-work meeting to ensure that the entire project team is on the same page. Environmental protection will be discussed at the pre-construction meeting, every progress meeting, and all pre-activity meetings.

Hardscaping and Landscaping

Our team has extensive experience regarding the hardscape and landscape projects for clients across Central Florida, such as Volusia County, City of Longwood, City of Orlando, Orange County, and more. We are experienced and knowledgeable regarding the level of detail that is required during these components of a project. Upon delivery of all plant material to the project, our inspection staff will confirm that the species and sizes conform to those indicated in the Plant List on Sheet L1.6 in the plans. We will also confirm that all materials used for landscaping or hardscaping are in accordance with the plans and are installed according to the appropriate plan details.

Safety and Temporary Traffic Control

CDM Smith will reinforce the City's strong safety culture. We understand the importance of public safety and will work diligently with the contractor to ensure that everyone is kept safe, both project personnel and the public. We will make sure that all Temporary Traffic Control Devices including work zone and detour signs, channelizing devices, and regulatory speed signs are installed correctly and in good working order. We will ensure that all devices are on the FDOT's APL, and that each device is equipped with a sticker showing the APL number. As your CEI, we will make sure that the contractor follows their approved traffic control plan and that weekly MOT inspections are conducted by the contractor's work site traffic supervisor and the CEI's Senior Inspector. MOT will be discussed at each progress meeting, and we will coordinate with the public on behalf of the City. Our team will also ensure that the contractor provides ample notice to the public and all stakeholders, provides a minimum of 10 working days' notice to the City prior to a full closure of Washington Street, and that proper communication is taking place with the City and with Volusia County, specifically regarding the intersections with Washington Street at US-1 and Riverside Drive.

Based on our review of the project plans, it's our understanding that this project will be constructed in four (4) temporary traffic control phases. Phase 1 will close Washington Street to westbound traffic, detour pedestrians to the south side of Washington Street, and construct all underground utility work, drainage improvements, driveways, and sidewalks along the north side of Washington Street, utilizing temporary pavement as necessary to restore traffic as soon as possible. Phase 2 will be the opposite of Phase 1 and will close Washington Street to eastbound traffic, detour pedestrians to the north side of Washington Street, and construct all underground utility work, drainage improvements, complete lateral drainage and utility crossings, driveways, and sidewalks along the south side of Washington Street, utilizing temporary pavement as necessary to restore traffic as soon as possible. Overhead utilities and poles will be removed during Phase 2 and the proposed water main installation and certification will be completed and the existing will be abandoned and removed. Phase 3 will complete the milling and resurfacing and place final pavement striping, and Phase 4 will install the lighting, irrigation, and landscaping along Washington Street.

Utilities

CDM Smith will actively work with the contractor regarding the removal and new installation of underground utilities. Water and sewer installation will be a major factor in driving the contractor's schedule throughout this project. We will ensure the contractor is field verifying existing conditions and readily updating utility locates prior to excavation. Our staff will verify that potable water mains will have a minimum cover of 36" and maximum cover of 48" from final grade apart from deflections to avoid utility conflicts, per the NSBU Potable Water Rules, Design, and Construction Specifications. Our staff will ensure the contractor is performing in place density testing per applicable FDOT standards and in accordance with NSBU Specifications. We will assist the contractor with coordinating the final inspection and make sure that all applicable testing and documents have been submitted to the satisfaction of NSBU prior to placing the new water facilities in service. The following is a list of items that we will verify is complete, as applicable:

> *1) Hydrostatic Test, 2) Bacteriological Test, 3) Restoration, 4) Payment of Fees, 5) Approved As-Builts, 6) Digital Registration of Cad Design and As-Builts, 7) Easements or Recorded Plat, 8) Survey and GPS Locations Features, 9) Bill of Sale, 10) Final Inspection, 11) Clearance from Permitting Agencies, including FDEP, FDOH, DOH, etc., 12) One-year Maintenance Bond for 25% of the Total Bill of Sale.*

Our team will ensure the contractor is following all requirements called out in the NSBU Potable Water Rules, Design, and Construction Specifications and the NSBU Wastewater Rules, Design, and Construction Specifications throughout construction and during final inspection and acceptance.

Additionally, our team has extensive experience coordinating with utility owners on projects for agencies across Central FL. If selected, our team will conduct a utility coordination meeting prior to construction and all utility owners within the project limits will be invited, including New Smyrna Beach Utilities (electric, water, sanitary sewer), AT&T (telephone), Charter Communications (cable TV), and FPUC (natural gas). Additionally, prior to any new work activity on the project our team will discuss utilities during the pre-activity meeting and ensure that locates are being performed and any adjustments are made prior to beginning the work.

Public Involvement

Our approach prioritizes public involvement and outreach, ensuring seamless communication as an extension of the City of New Smyrna Beach's team. As we have demonstrated on our previous CEI projects with the City, our team will always coordinate with the City in a timely manner regarding lane closures and detours, upcoming work activities, access restrictions, schedule updates, and milestones. We will coordinate with the City to establish project-specific email distribution lists if desired, and our team is comfortable coordinating directly with local residents, businesses, citizens, and the public either via email, phone, or in person. Our team has had success on other projects by leaving approved door hangers or flyers at residents' or businesses' locations, and we will ensure that the contractors are using portable changeable message boards to inform and update the public regarding scheduled work activities. If we are selected, our team will prepare a comprehensive Community and Public Outreach Plan to assist the City with coordination efforts with residents and businesses within the project limits and surrounding areas. We will personally coordinate with residents and businesses throughout the project limits and ensure that access to their driveways and mailboxes is maintained. Although this project does not intersect the nearby railroad, our team will ensure that the contractor is considering high rail volume times when planning lane closures and detours, and we will recommend that they coordinate with the railroad if needed to minimize impacts on the traveling public. Our team has been following this project closely and looks forward to working with the City to successfully deliver it to the community.

Constructability Review

Our team has performed multiple site visits and a thorough constructability review. If we are selected, we would like to have the opportunity to provide our complete constructability review to the City and discuss our findings prior to the project going out to bid for construction. We would like to call out some of the key Issues that we noted, and our Recommended Action (RA) for these issues. **Issue:** Throughout our team's review of the plans, we observed that there are no Portable Changeable Message Signs (PCMS) shown in the Temporary traffic control plans. **RA:** We recommend the City add PCMS message boards to the TTCP plan to update the public on upcoming construction activities. **Issue:** There are three (3) existing sanitary manholes that are to be removed and replaced with new shallow manholes, per detail SS-20 of the NSBU Wastewater Rules, Design and Construction Specifications, between Sta. 5+80 to 6+50 that were not quantified on the Summary of Pay Items Sheet C1.2. **RA:** Add detail SS-20 to the Utility Details sheets (i.e. add to Sheet C6.6), and coordinate with the engineer of record regarding adding these quantities to the Summary of Pay Items Sheet C1.2. **Issue:** Our team noted four (4) fire hydrants that are existing and will need to be removed due to conflicting with the proposed construction throughout the project. These fire hydrants are all on the south side of Washington Street and are located at approx. Sta. 1+15, approx. Sta. 7+60, approx. Sta. 11+15, and approx. Sta. 15+60. **RA:** Revise the Summary of Pay Items Sheet C1.2 to include all four existing fire hydrants and update the appropriate Utilities Plan and Profile Sheets (C6.1, C6.2, and C6.3). **Issue:** Our team noticed that Pay Item No. 108-2 "Monitor Existing Structures – Vibration Monitoring" is included in this project. FDOT Specification 108-2.2 states to *"employ a Specialty Engineer to provide a system which will continuously monitor and record ground vibration levels near structures shown in the Plans..."* There is no mention in the Plans of which structures to monitor for vibration levels. **RA:** Revise the Plans to call out which structures should be monitored for vibration or revise/remove Pay Item No. 108-2 from the Pay Items Sheet C1.2. **Issue:** There are four (4) existing sanitary sewer manholes that are to remain, and the rim and cover are to be adjusted. There is no pay item, pay item note, or plan note to explain how this work will be paid for. **RA:** Add the appropriate 425 series pay item, such as 425-5, to cover these adjustments or add a plan note or pay item note indicating which pay item covers these adjustments.



SECTION 06

Workload Capacity

Current and Forecasted Workload Ability

CDM Smith recognizes the importance of balancing workload and staffing commitments to meet the service expectations of our clients. With the majority of our work coming in the form of repeat business from clients, we recognize the value of maintaining the highest level of performance on all the work that we receive. We have continuously maintained a presence in Florida since 1974 and continue to work with many of the same clients that we started with years ago. This success is built on continually providing service and work products that meet or exceed our clients' expectations for accuracy, quality, cost, and schedule.

> We can confidently state that our current workload will not affect your project timeline. We are very enthusiastic about this contract, and the personnel presented in this proposal are the CDM Smith team members who will work with the City on this project.

We effectively manage our workload and staff, applying their expertise to multiple projects based on current requirements, and offer the City the reassurance that CDM Smith has the bench strength to contribute in the event we need to exert extra efforts to complete assigned project work. Based in Central Florida, our full-service in-house team provides the City with reliability, broad technical expertise, and better quality control, all out of a local office. As a global firm of more than 6,700 professionals, the City will be effectively guarded from the effects of unforeseen circumstances, and can be assured your project will always be properly staffed by qualified professionals. We have professionals available to begin work immediately and more than adequate staffing availability to cover the demands of multiple crews and contractors highly variable work schedules.

Our management approach is structured to ensure cooperative and responsive client/consultant working relationships with clear lines of communication and authority throughout the entire project. We also incorporate a "right size" staffing approach, meaning we assign the minimum amount of resources needed to successfully meet schedule requirements while consciously remaining good stewards of your budget.

CDM Smith's Focus on Cost-Effective CEI Services

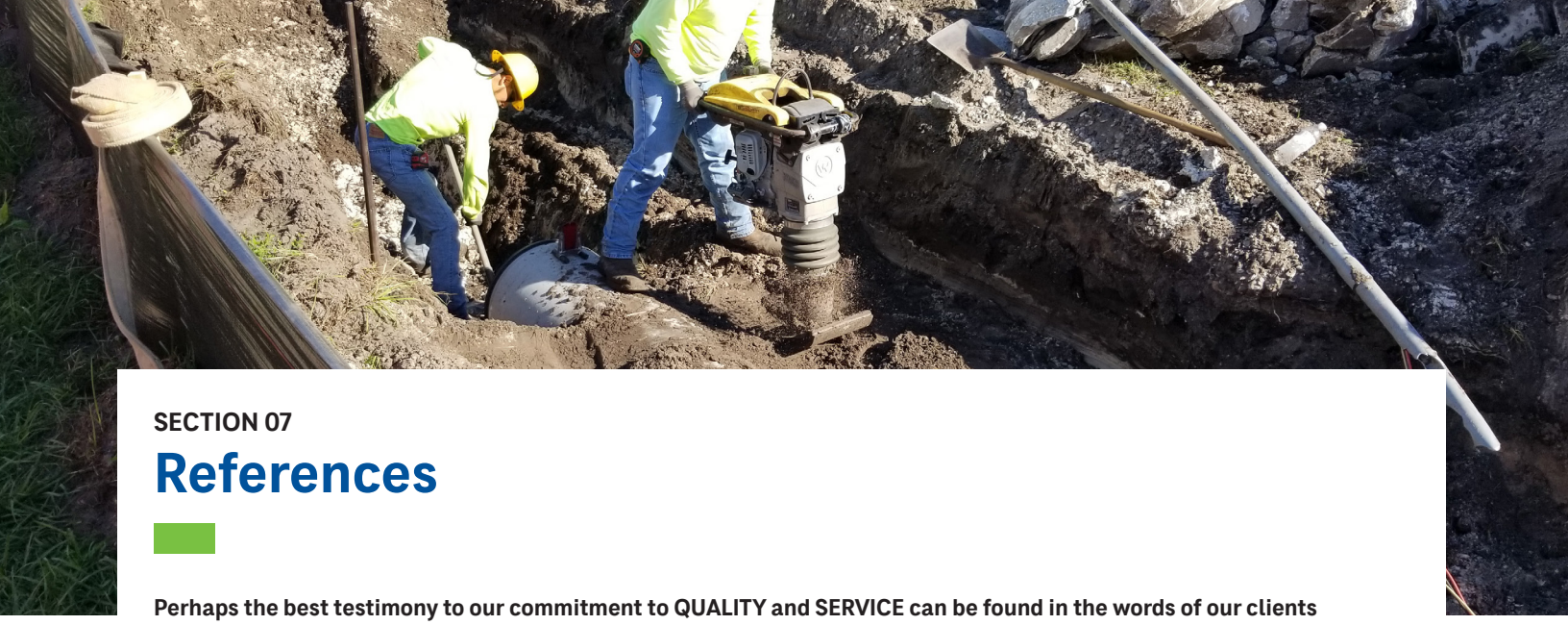
CDM Smith understands the budgetary pressures facing clients in today's economy. We work with clients to **allocate our staff resources in a conservative manner**, ramping up the size of our inspection teams **to match the contractor's daily activities.**

Commitment for the Project Team

Below, we have delineated our proposed team members' availability estimates for your Washington Street Roadway Improvements contract over the next fifteen-month period, plus an extra month prior to construction and following construction. The availability for the City's contract showcases their percentage of available time for this project. This project is and will remain a top priority to our team, as well as our local, regional, and national management. You have our commitment to ensure that our staff will be available to successfully see your project through to completion and that our teaming resources are deep enough to manage workload fluctuations.

Staff Availability

NAME	ROLE	% AVAILABLE
Dean Snyder, PE	Senior Project Engineer	50%
Deb Wilson	Project Principal	50%
Jill Hoegler	QA/QC Manager	50%
Brian Qualls	QA/QC Manager	50%
Denny Cowart	Project Administrator	100%
Brian Altomare	Contract Support Specialist	100%
Amanda Harbinson	Resident Compliance Specialist	50%
Jesus Arreola	Senior Inspectors	100%
Cory Hayes	Senior Inspectors	100%
Rob Duffee	Senior Inspectors	75%
Cristian Palmero	Inspector	75%
Eduardo Vazquez-Palacios	Inspector	50%
Ryan Waddell	Inspector Aide	100%
Matt LaLuzerne, PSM (McKim& Creed)	Surveying	100%
Justin Montalvo (UES)	Lab and Material Testing	100%



SECTION 07

References

Perhaps the best testimony to our commitment to QUALITY and SERVICE can be found in the words of our clients themselves. We encourage the City to contact the references on the following pages; these clients can attest to CDM Smith's comprehensive understanding of the process for FDOT funded projects, as well as our proven experience in administering CEI for projects of a similar size and scope. As requested in the RFP, we have included three letters of reference from clients for five projects of similar type on the following pages.

PUBLIC WORKS DEPARTMENT • HIGHWAY CONSTRUCTION DIVISION
KENNETH J. LEEMING, P.E., *Manager*
4200 South John Young Parkway ▪ Orlando, Florida 32839-9205
407-836-7713 ▪ Fax 407-836-7714
E-mail: Kenneth.Leeming@ocfl.net

March 17, 2025

Janet Vivian
New Smyrna Beach

To whom it may concern:

This Letter of Recommendation is being sent on behalf of the CEI staff at CDM Smith, who have served Orange County on the improvements to multiple projects within the Highway Construction Division, including but not limited to: Gatlin at Kennedy Intersection Improvements, and the Kirkman Road Extension.

CDM Smith's performance on these projects have been beyond satisfactory, serving as an extension of our staff in protecting the County's interest and representing us with all interested stakeholders.

Project Name: Kirkman Extension
Location: Orlando, FL
Type: CEI Owners Representative for project oversight
Value: $255M Construction Cost

The Kirkman Extension consisted of building an extensive network of duct banks to facilitate the conversion of overhead transmission lines to underground. Construction also included a new six-lane road, an elevated roundabout above Kirkman Road, multiple bridges, new signalized intersections, ADA upgrades, extensive storm drainage, utility relocations, and utility upgrades. This project has been performed in agreement with Universal City Development Partners and has been ongoing for over five years, with completion scheduled for 2025. This project included various alternate funding components, including a $16M DEO Grant, for a portion of project costs.

Project Name: Gatlin and Kennedy Intersection improvements
Location: Orlando, FL
Type: CEI for LAP funded roadway intersection improvements
Value: $3.2M Construction Cost

The Gatlin and Kennedy Intersection Improvements project consisted of widening for construction of northbound and southbound left turn lanes and westbound and eastbound left turn lanes improvements including full depth road widening, milling resurfacing, asphalt interlayer reinforcement, stabilization, soil cement, curb, gutter, sidewalk, pedestrian handrail, MOT phasing, pedestrian flashing crossing signalization, and extensive drainage. This project included LAP funding compliance and CDM Smith consistently delivered exceptional support.

March 17,2025
Janet Vivian
Page 2

With the complexities of both projects, including stakeholder coordination, LAP funding, DEO requirements and compliance services, CDM Smith has been a valuable partner to Orange County in these projects.

Please feel free to contact me if you have any questions about CDM Smith.

Sincerely,

Kenneth J. Leeming, P.E., Manager

KJL/kb

Volusia County
FLORIDA

Public Works Department Engineering Division

CDM Smith

To: Janet Vivian, New Smyrna Beach

This Letter of Recommendation is being sent on behalf of the CEI staff at CDM Smith, who have served Volusia County on the Improvements to Orange Camp Rd and Dr. Martin Luther King Jr Beltway and the Amelia Avenue Safety Improvements from Ohio Avenue to Voorhis Avenue located in DeLand, Fl. CDM Smith's performance on these projects have been beyond satisfactory, serving as an extension of our staff in protecting the County's interest and representing us with all interested stakeholders.

Project Name: The Improvements to Orange Camp Rd and the Dr. Martin Luther King Jr Beltway
Location: DeLand, FL
Type: CEI for Roadway Improvements / JPA Agreement for Utilities
Value: $9.9M Construction Cost

The Improvements to Orange Camp Rd and the Dr. Martin Luther King Jr Beltway consisted of reconstructing a two-lane road into a four-lane road, eliminating a signalized intersection and constructing a roundabout, adding a new signalized intersection, ADA upgrades, storm pipe, utility relocations, and utility upgrades. This project was a Joint Participation Agreement (JPA) with the City of DeLand to upgrade all their utilities within the project limits. These upgrades included water and sewer.

Project Name: Amelia Avenue Safety Improvements
Location: DeLand, FL
Type: CEI for LAP funded roadway safety improvements
Value: $3.2M Construction Cost

The Amelia Avenue Safety Improvements consists of converting Amelia Ave from a four-lane undivided section to a three-lane section with two travel lanes, a two-way continuous left-turn lane, sidewalks, and access management improvements. The project limits are from Voorhis Avenue to Ohio Avenue, which is approximately 0.58 miles. Improvements include clearing & grubbing, removal of existing concrete, milling and resurfacing, light pole and signage relocation or replacement, detectable warning surfaces, mast arms, guiderail, signing and pavement markings, concrete sidewalks and driveways, adjustment to adjacent parking areas and traffic patterns, pedestrian signals and associated poles and lights, and storm drainage modifications.

Due to the complexities of both projects, including stakeholder coordination, LAP-funding requirements, and compliance services, Volusia County retained CDM Smith due to their consistent track record of delivering exceptional service.

Please feel free to contact me if you have any questions about CDM Smith's exemplary performance on our projects.

Sincerely,

Wayne Jackson,
Construction Manager
Volusia County Engineering and Construction Division
123 West Indiana Avenue, DeLand, FL 32720
Tel: (386) 561-8655

123 W Indiana Ave, 4th Floor DeLand, FL 32720
Tel: (386) 736-5967, 257-6067, 423-3874, Fax: (386) 822-5736

www.volusia.org

CITY OF LONGWOOD

Fostering citizen trust and cultivating a prosperous community

March 21, 2025

Letter of Reference
FDOT Project No. 443793-1-58-01
US 17-92 Landscaping from Dog Track Road to Raven Avenue
For City of Longwood, Seminole County, Florida

Project Contact:
Eric W. Nagowski, P.E. - Public Works Engineer

CDM Smith provided CEI services for the above reference project. The project included the installation of various landscape elements including trees, shrubs and ground cover. The scope of work also included preparation of the median beds consisting of clearing, grading, excavation and soil amendments. The contractor, despite providing sufficient credentials, had a difficult time with several elements of the project ranging from planting to record keeping and administration. The CEI took the time to provide guidance to the contractor and keep the project moving and reach completion. The project was completed successfully, and much of that success is due to the effort of the CEI staff.

Project Start Date: January 3, 2023
Project End Date: December 29, 2023
Contract Value: $555,286
Final Construction cost: 555,286
Construction Type: Time and Materials

Eric W. Nagowski, P.E.
City of Longwood
Public Works Engineer

175 West Warren Avenue • Longwood, Florida 32750 • (407) 260-3480 Voice • (407) 260-3451 Fax
www.longwoodfl.org



SECTION 08

Financial Stability/Litigation

CDM Smith certifies that we are financially stable and have the necessary resources, both human and financial, to provide the services at the level required by the City of New Smyrna Beach. DUNS Number: 05-599-0261

Due to its size and volume of business, over the years CDM Smith Inc. has occasionally been named in litigation. There are no past or currently outstanding legal proceedings, judgments or contingent liabilities that could adversely affect the financial position or ability of CDM Smith Inc. to perform its contractual commitments. The following is a list of lawsuits that have been filed during the past five years arising from CDM Smith's professional services. There have been no contract failures in the past five years.

DATE FILED	CASE NAME	FORUM	DESCRIPTION	STATUS
02-Dec-23	The Trustees of Trinity College v. CDM Smith Inc. and Empire Paving Inc.	Superior Court, Judicial District of Hartford	Plaintiff Trinity College alleges drilling during pipe installation damaged the foundation of its boathouse.	Pending
17-Jan-23	Johnson Bros. Corp, for itself and as assignee of Volusia County, FL v. WSP USA, Inc. f/k/a Parsons Brinckerhoff, Inc. and CDM Smith, Inc.	US District Court for the Middle District of Florida	Plaintiff alleges improper CEI services on bridge replacement project	Closed
22-Dec-22	City of Shreveport v. CDM Smith Inc., et al	Parish of Caddo, LA, First Judicial District of Court	Plaintiff sued 28 entities (engineers and contractors) performing work on a multi-year sanitary sewer rehabilitation program pursuant to the City's Consent Decree with the EPA. CDM Smith served as the Program Manager. Plaintiff alleges negligence and breach of contract against the named defendants.	Pending
14-Jan-22	David Vanmeter v. Timothy Morse, Civil Services Incorporated, and CDM Smith Inc.	State Court of Fulton County, Georgia	Plaintiff alleges inadequate roadway inspection services led to motor vehicle accident. CDM Smith was dismissed without prejudice.	Pending
19-Nov-21	New England Building & Bridge Co., Inc. v. Town of Cohasset v. CDM Smith Inc.	US District Court for the District of MA	Third party complaint against CDM Smith for indemnification alleging deficient design	Closed
09-Aug-21	T.F.R. Enterprises, Inc. v. Florida DOT and Target Engineering Group LLC f/k/a Target Engineering Group Inc. (TPP) v. AE Engineering, Inc., CDM Smith Inc., JBS Engineering Technical Services, Inc., PI Consulting Services, LLC, Rummel, Klepper & Kahl, LLP, and RS&H Inc. (TPDs)	Circuit Court of 7th Judicial Circuit, Volusia County, FL	Third party complaint alleging insufficient field debris monitoring and documentation services.	Closed
20-Jul-21	Reed Street Yards LLC v. CDM Smith Inc., Gestra Engineering, Inc., The Sigma Group, Inc.	Milwaukee County (WI) Circuit Court	Plaintiff alleges negligence in design of stormwater diversion structure and conveyance system.	Closed
12-May-21	Garrett Norman v. HNTB Corporation et al, including CDM Smith Inc.	Marion County (IN) Superior Court	Plaintiff alleged negligent design of roadway markings caused auto accident.	Pending
07-Apr-21	Glover Construction Corporation v. CDM Smith Inc.	4th Judicial Circuit Court Duval County FL	Plaintiff alleges negligent engineering services in landfill expansion project.	Pending
30-Mar-21	City of Largo, FL v. Greeley and Hansen LLC v. CDM Smith Inc.	Circuit Court for 6th Judicial Circuit for Pinellas County FL	Third party plaintiff brought indemnity action against CDM Smith alleging deficient engineering services.	Closed
22-Feb-21	Lake Cooper Maintenance Fund, Inc. v. South Carolina Department of Transportation, County of Charleston, et al. including CDM Smith Inc.	Charleston Cty (SC) Court of Common Pleas, 9th Judicial Circuit	Plaintiff alleges defendants' negligence caused harm to the ecosystem and properties surrounding Lake Cooper.	Closed
16-Jul-20	Springfield Water and Sewer Commission v. Ludlow Construction Company Inc., CDM Smith Inc., and Tis Nuoval, S.R.L.	Hampden County (MA) Superior Court	Plaintiff alleges deficient services in water treatment plant project.	Pending
29-May-20	Gregory and Brenda Wilson, as Personal Representatives of the Estate of Aaron Jamal Wilson vs. SEMA Construction, Inc., CDM Smith Inc., AECOM Inc., Tierra, Inc.; Horizon Engineering Group, Inc., and Traffic Engineering Data Solutions, Inc.	Circuit Court of 9th Judicial Circuit, Orange County, Florida	Plaintiff filed suit alleging incorrect traffic signage, lighting, and other channeling devices caused automobile accident.	Closed

UES Professional Solutions, LLC

UES Professional Solutions, LLC can confirm that it has adequate resources to work for the City. The financial resources available to the Company include a Term Loan of $288M, a Delayed Draw Term Loan of $85M, a revolving credit facility of $40M, and cash in hand as of September 30, 2024, of $14.3M. An audited 2023 financial report is available upon request.

UES Litigation

LITIGATION -PAST FIVE YEARS

Disputes filed or raised by or against UES across the past five years include the following:

FLAGLER COUNTY vs. UNIVERSAL ENGINEERING SCIENCES, LLC, et al, Case No. 2021 CA 000130, Seventh Judicial Circuit, Flagler County, Florida

[03.12.2021] UES performed a limited building condition assessment for Flagler County pursuant to a continuing services contract and a work authorization executed in accordance with the contract. The amount at issue is estimated to be $300,000 - $400,000. The case is currently in litigation.

MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC. vs. LENNAR HOMES, LLC, et al., Case No. 2022-CA-4203 – Div. CV-A, Fourth Judicial Circuit, Duval County, Florida

[11.08.2022] This matter commenced on November 8, 2022, with the receipt by UES of an amended complaint from plaintiff, Montevilla at Bartram Lakes Association, Inc. The case involves vaguely specified construction defect allegations against approximately 88 defendants. UES's involvement with the project consisted of performing lot density testing and private provider building inspections. UES is unable at this stage of the litigation to determine the amount of damages being claimed against it. The case is currently in litigation.

LOUIS GUARNO and DAWN GUARNO vs. W.L. HARPER CONSTRUCTION INC. et al., Case No. 2021-CA-001775 – Div. CV-H, Fourth Judicial Circuit, Duval County, Florida

[09.28.2022] This matter was initially filed in 2021. UES was first named in the Second Amended Complaint which was served on UES on December 5, 2022. Plaintiffs have alleged various construction defects in the construction of their primary residence. UES acted as a "private provider" building inspector on the project, essentially stepping into the role normally occupied by the City of Jacksonville Building Inspection Division. UES denied liability for any damages claimed by Plaintiffs. The matter was in litigation and settled in 2024.

EGYPT SHRINE HOLDINGS COMPANY, INC., vs. CANCO GENERAL CONTRACTORS, INC., et al., Case No. 21-CA-010135, Thirteenth Judicial Circuit, Hillsborough County, Florida

[10.05.2023] This matter involves the construction of a new Shriners facility in Tampa. The plaintiff is Egypt Shrine Holding Company. It sued its general contractor, Canco General Contractors, Inc. for a myriad of construction defects. UES performed geotechnical services for the general contractor. Canco filed third party claims against several of its subcontractors and consultants, including UES. Most of the plaintiff's identified construction defects do not involve UES's scope of work. UES is unable at this stage of the litigation to determine the amount of damages being claimed against it. The case is currently in litigation.

MERITAGE HOMES OF FLORIDA, INC. vs. ASSURED EXCAVATING, INC., et al., AAA Arbitration Case No. 01-23-004-9007

[10.27.2023] This matter involves a single-family home development in Seminole County, Florida. UES provided geotechnical engineering services to the developer, Meritage Homes. The matter had been dormant for some time and was previously closed by AAA. Recently AAA re-opened the case over the objection of the defendants. Neither a CMO nor a case discovery schedule has been entered at this time. Meritage sued UES and several of its subconsultants and the claims are not being revised by Meritage Homes. UES believes the underlying issues will involve the seasonal high groundwater level and its effects on the roadways within the development. The case is currently in litigation.

SOUTH FLORIDA MOTORSPORTS, LLC et al. vs. APEX CIRCUIT DESIGN LTD., et al., Case No. 2023-021255-CA-01, 11th Judicial Circuit, Miami-Dade County, Florida

[08.11.2023] This matter involves the design and construction of the Formula 1 racetrack at the Hard Rock Stadium in Miami. UES was retained to provide asphalt testing services. The plaintiff contends that the top asphalt wearing surface was improperly designed or installed. UES did not perform field testing of the top asphalt wearing surface. Field testing of the top layer was provided by othersThe plaintiff's claims do not appear to implicate UES's scope of work. The total amount at issue has not yet been determined. The case is currently in litigation.

CLEAR LAKE LANDING HOMEOWNERS' ASSOCIATION vs. JEN FLORIDA XV, LLC, et al., Case No. 2023-CA-011298-O, Ninth Judicial Circuit, Orange County, Florida

UES

Litigation

[04.06.2023] UES was originally retained in 2014 by the sitework contractor to perform construction materials testing, including density testing of certain swales within the development. The plaintiff HOA's complaint is not specific as to UES's alleged wrongdoing, but since the plaintiff's complaint lists "failing swales" as one of the defects, UES believes some aspects of its work are implicated in this damage category. The total amount at issue has not yet been determined. The case is currently in litigation.

CENTRA FALLS HOMEOWNERS' ASSOCIATION, INC. vs. CENTRA FALLS, LLC, et al., Case No. CACE-23-00367, 17th Judicial Circuit, Broward County, Florida

[01.10.2023] This matter involves a single-family homes subdivision where the Plaintiff HOA accuses UES of failing to detect muck when doing a geotechnical exploration of the site for the developer, Centra Falls, LLC. Muck was subsequently detected, but it was within "nooks and crannies" of the weathered surface of the limestone bedrock and is not structurally significant. Furthermore, the entire project site had been de-mucked in 2004 by a prior owner, as documented in the South Florida Water Management District's permit files for the project. The total amount at issue has not yet been determined. The case is currently in litigation.

FLORIDA RECYCLING CENTER, LLC vs. TAYLOR MORRISON OF FLORIDA, INC., et al., Case No. 2020-CA-011272-O, Ninth Judicial Circuit, Orange County, Florida

[05.09.2023] Florida Recycling has a retention pond on its property. Taylor Morrison bought adjacent property for a housing development and hired UES to perform a geotechnical study, including engineering properties for a proposed retention pond near the Florida Recycling Pond. UES's work did not extend to the Florida Recycling property, thus UES was unaware that the berm created between the Florida Recycling Pond and the Taylor Morrison Pond was not just earth but included buried construction debris. Since the Florida Recycling Pond was higher than the Taylor Morrison Pond, water found its way through the debris and caused a catastrophic erosion of the berm, flooding Taylor Morrison's Pond in the process and damaging several pieces of equipment and trucks that Florida Recycling had allowed to be parked on its property. Taylor Morrison filed a third-party complaint against UES, and the owners of the damaged equipment sued Florida Recycling, Taylor Morrison, UES, and others. The case has been resolved with only a third-party claim pending dismissal.

TEG CYPRESS LLC vs. ARDAMAN & ASSOCIATES, INC. et al., Case No. 24-CA-006797, Twentieth Judicial Circuit, Lee County, Florida

[10.09.2024] This lawsuit, filed October 9, 2024, involves the development of a multi-family residency. Plaintiff hired Marshall Property to serve as Design/Developer/Builder and general contractor. All the defendants are subcontractors and consultants who provided labor, materials and/or services. UES allegedly provided pre-construction geotechnical investigation and reports. Plaintiff sued UES for negligence for breach of its duty of reasonable care, for violation of the Florida Building Code, and for breach of its implied warranties made to plaintiff. No discovery has yet been made and the allegations against UES are generic. UES is unable at this stage to determine the amount of damages being claimed against it. The case is currently in litigation.

JOHN RYALS, AS TRUSTEE OF THE ROSA LOU RYALS LOPEZ REVOCABLE LIVING TRUST vs. SUNWEST CONSTRUCTION, LLC AND THE AVALON CLUB, LLC, Case No. 22-05396-CI, Sixth Judicial Circuit, Pinellas County, Florida

[04.19.2024] Plaintiff, Ryals, sued the developer, The Avalon Club, and the general contractor for a project being built immediately adjacent to its commercial building. Plaintiff's building was significantly damaged by the driving of pilings for the foundation of the new condominium tower being built next to Plaintiff's building. The Avalon Club sued the general contractor, Sunwest, and all subcontractors involved in building the foundation. However, The Avalon Club mistakenly sued UES, alleging it was one of the subconsultants involved in the piling and foundation construction. UES was not involved in the design or inspection of the pilings or foundation and did not arrive on the project to conduct private inspections of the rooms until after all work on the pilings and foundation had been completed. The case is currently in litigation.

UES

Litigation

BELLA PARC HOMEOWNERS ASSOCIATION, INC. vs. AVATAR PROPERTIES, INC., et al., Case No. 2024-CA-001769 ON, Ninth Judicial Circuit, Osceola County, Florida

[06.25.2024] Plaintiff, Bella Parc Homeowners Association, filed suit in June 2024 against the developer, general contractor and several design professionals alleging negligence. The HOA is a community comprised of fifteen separate two-story multifamily residential townhomes buildings. Plaintiff alleges that UES negligently provided private provider inspections for the Community. Plaintiff alleges professional negligence and negligence in approving inspections of improvements against UES. UES is unable at this stage to determine the amount of damages being claimed against it. The case is currently in litigation.

HARUN ZEKIROVSKI vs. PARK SQUARE ENTERPRISES, LLC et. al., Case No. 2023-CA-015714-O, Div. 43, Ninth Judicial Circuit, Orange County, Florida

[06.27.24] This lawsuit is founded on the defective construction of a house on Toscana Blvd. in Orlando, Florida. Plaintiff sued a multitude of parties alleging generally each defendant was involved in the construction of the house, without any specific facts alleged against the defendants. Plaintiff alleges unspecified general claims for violation of the Florida Building Code and negligence against UES. The only fact allegation Plaintiff makes against UES is that it allegedly conducted "soil testing" without more. UES is unable at this stage to determine the amount of damages being claimed against it. The case is currently in litigation.

ANTHONY CERTO vs. PARK SQUARE ENTERPRISES, LLC et. al., Case No. 2024-CA-3694-O, Div. 34, Ninth Judicial Circuit, Orange County, Florida

[06.21.2024] This lawsuit is a mirror of the Zekirovski case against Park Square Enterprises, LLC et. al. The lawsuit is founded on the defective construction of a house on Toscana Blvd. in Orlando, Florida. Plaintiff sued a multitude of parties alleging generally each defendant was involved in the construction of the house, without any specific facts alleged against the defendants. Plaintiff alleges unspecified general claims for violation of the Florida Building Code and negligence against UES. The only fact allegation Plaintiff makes against UES is that it allegedly conducted "soil testing" without more. The Plaintiff recently dismissed UES from the lawsuit.

ECON TRAILS HOMEOWNERS' ASSOCIATION, INC. vs. CALATLANTIC GROUP, INC. and LENNAR HOMES, LLC, AAA Arbitration Case No. 01-24-0008-0456

[11.05.2024] Plaintiff HOA sued the developer/builders of a residential townhome development known as Econ Trails for alleged construction defects. The case was originally brought in the Circuit Court in Orange County, Florida, but was subsequently ordered to AAA mediation. On November 5, 2024, CalAtlantic, n/k/a Lennar Homes, filed its third-party claim against all subcontractors and subconsultants involved in the development and requested a joinder/consolidation of the claims with the ongoing arbitration. UES was named as a third-party defendant, and Lennar generally alleged it provided materials and labor in connection with the construction of the Project. UES has been sued for breach of contract, breach of express warranty and contractual indemnification. No specific facts alleging what acts or omissions were committed by UES. AAA granted the Request for Joinder, and all parties have been consolidated in the ongoing arbitration between the HOA and Lennar Homes. UES is unable at this stage of the litigation to determine the amount of damages being claimed against it. The case is currently in AAA arbitration proceedings.

PEARL MCPHERSON et.al. vs. K HOVNANIAN AT HILLTOP RESERVE LLC, Case No.: 2023-CA-012416-O, Ninth Judicial Circuit, Orange County, Florida

[03.15.2024] Plaintiffs sued K Hovnanian as developer and builder of the Hilltop Reserve residential community for a myriad of alleged construction defects. K Hovnanian in turn sued all subcontractors and consultants who provided services or materials to the project. K Hovnanian made general allegations against UES. UES's only involvement with the project consisted of performing lot density testing for the construction of the residences. The parties settled globally, and the settlement is being finalized for ultimate dismissal of the lawsuit.

LONGLEAF MASTER HOMEOWNER'S ASSOCIATION, INC. vs. LENNAR HOMES, LLC et. al., Case No. 2024-CA-003625, Fourth Judicial Circuit, Duval County, Florida

[06.28.2024] Plaintiff is the Longleaf HOA. The Court recently granted Defendant Lennar's Motion to

UES

Litigation

Dismiss and Compel Mediation and Arbitration.

The HOA alleged negligence claims against UES. The matter is now referred to AAA Arbitration. UES is unable at this stage of the litigation to determine the amount of damages being claimed against it. The case is currently in litigation.

ROBERT MOLLOY AND PATRICIA ROSELLI vs. UNIVERSAL ENGINEERING SCIENCES, LLC, Case No. 2024-002585-CO, Sixth Judicial Circuit, Pinellas County, Florida

[03.25.2024] Plaintiffs sued UES in County Court (less than $50,000). Plaintiffs allege that UES was negligent in performing its private provider inspection duties, failing to notice deficiencies in the Contractor's performance and passed inspections which should have failed. UES is unable at this stage of the litigation to determine the amount of damages being claimed against it. The case is currently in litigation.

NASSAU CROSSING TOWNHOMES OWNERS' ASSOCIATION, INC. vs. D.R. HORTON, INC. et. al. Case No. 2024-CA-003672, Fourth Judicial Circuit, Duval County, Florida

[07.21.2024] Plaintiff HOA sued D.R. Horton and its subcontractors and consultants for defective construction of the individual units and common areas of Nassau Crossing Townhomes. The property consists of 16 two-story residential buildings, containing 118 townhomes and common areas. Plaintiff has mistakenly alleged that UES was the architect of record. Plaintiff has alleged that UES violated the Florida Building Code and was negligent as the architect of record for the professional architectural services it allegedly provided. UES was not the architect for the project. UES provided private provider inspection services within the standard of care. UES is unable at this stage of the litigation to determine the amount of damages being claimed against it. The case is currently in litigation.

INDRIO LAKE GARDENS, LLC vs. MERITAGE HOMES AND UES – Claim: Clearing without a permit, St. Lucie County, Florida

[10.20.2023] St. Lucie County issued violations against property owner, Indrio Lake Gardens, LLC for failure to obtain clearing permits. Meritage Homes contracted with UES to conduct Geotech services for its due diligence in advance of a potential purchase of the subject property. UES's subcontractor, Expert Excavation, Inc., failed to obtain a permit and cleared a path for UES to do borings on the property. The failure to obtain a permit resulted in fines by St. Lucie County, which fines were paid. The matter was resolved to the satisfaction of the County and the property owner, Indrio Lake Gardens, LLC. Furthermore, no violations were issued by Florida Fish & Wildlife or US Fish and Wildlife as no disturbance of protected wildlife occurred. UES is pursuing contribution from its subcontractor, Expert Excavation. The matter is currently not in litigation.

TERRA COSTA HOMEOWNERS ASSOCIATION, INC. vs. AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. et. al., Case. No. 16-2024-003611, Fourth Judicial Circuit, Duval County, Florida

[06.28.2024] Plaintiff HOA sued the general contractor, subcontractors and consultants for defective construction and sale of the units and common areas of Terra Costa Townhomes. The project consists of 83 residential buildings totaling 166 townhome units and common areas. The Plaintiff has alleged that UES was responsible for the subject property and responsible for the entire scope of work, being the architect of record and for designing the subject property. UES was not the architect of record. There is no specific count against UES in the Complaint. UES is unable at this stage of the litigation to determine the actual allegations against it, or the amount of damages being claimed against it. The case is currently in litigation.

THE OLIVE HOMEOWNERS' ASSOCIATION, INC. vs. EQUITY OLIVE, LLC, et. al., Case No. 2024-CA-005917-O, Ninth Judicial Circuit, Orange County, Florida

[06.29.2024] Plaintiff HOA sued the developer, the general contractor and a myriad of subcontractors and consultants who provided services and materials to the project. The subject property is a residential development consisting of (2) three-story residential townhome buildings and common areas. Plaintiff alleges that UES served as design professionals and performed inspection services for the Community. Plaintiff alleges the UES was professionally negligent for its inspection services and failed to use reasonable care.

Plaintiff also alleges that UES violated the Florida Building Code. UES is unable at this stage of the litigation to determine the specific allegations against it, or the amount of damages being claimed against it. The case is currently in litigation.

THE LANDINGS AT ALAFIA TRACE PROPERTY OWNERS' ASSOCIATION, INC., vs. GIBSONTON LAND PARTNERS, LLC, Case No. 2024-CA-005190, Thirteenth Judicial Court, Hillsborough County, Florida

[10.25.2024] The Plaintiff HOA Plaintiff HOA sued the developer, the general contractor and several of the subcontractors and consultants who provided services and materials to the project. The subject property is a residential development consisting of residential townhome buildings and common areas. The Plaintiff alleges negligent and defective development, design, construction and sale of the townhomes and common areas at The Landings. Plaintiff alleged professional negligence against UES, specifically alleging it was the engineer of record for the townhomes. UES was not the engineer of record on the project. UES is unable at this stage of the litigation to determine the specific allegations against it, or the amount of damages being claimed against it. The case is currently in litigation.

GATEWAY JABIL PROPERTY OWNER, LLC vs. UES PROFESSIONAL SOLUTIONS, LLC – CLAIM – Professional Negligence, Pinellas County, Florida

[02.28.2023] UES entered into an agreement with Greystar Development East, LLC to provide geotechnical services for a multi-family project consisting of 400 garden style apartments and industrial/warehouse space. Greystar alleges that UES's professional services were negligent and below the standard of care. Greystar alleges that it suffered damage and delays because of UES's geotechnical failures on the Jabil Gateway project. UES performed various geotechnical services for the project including, but not limited to, site evaluations, borings and various construction-related testing services. During construction, Greystar noticed settlement of the building slabs at two buildings. UES did additional testing and Greystar alleges that organic material was present in the pond infill that allegedly caused the structural collapse.

UES denies that it was professionally negligent. No lawsuit has yet been filed. The parties and discussing the possibility of a resolution.

FAILURE TO COMPLETE CONTRACTS -PAST FIVE YEARS

UES has never failed to complete a contract, and no officers or partner has failed to complete a contract handled in his/her name.

DUNS NUMBER

The DUNS number for the Daytona branch office of UES is 139316988.

The DUNS number for UES' headquarters is 064817562.

McKim & Creed, Inc.

McKim & Creed, Inc. has consistently demonstrated financial stability and soundness since its inception. The company is financially stable, with the necessary resources to provide services at the required level. McKim & Creed has maintained a stable and profitable position, supported by a robust financial model designed to withstand economic shifts. The firm has a strong relationship with its banking partner, First National Bank, and has facilitated acquisitions of several professional service firms over recent years. Additionally, McKim & Creed consistently ranks among the top design and environmental firms in the United States, further underscoring its financial strength and industry recognition.

For more detailed information, including audited financial statements, McKim & Creed can provide documentation upon request to relevant parties, ensuring transparency and confidence in its financial capabilities.

Lawsuits relating to McKim & Creed's Professional Services
within the past 5 years:

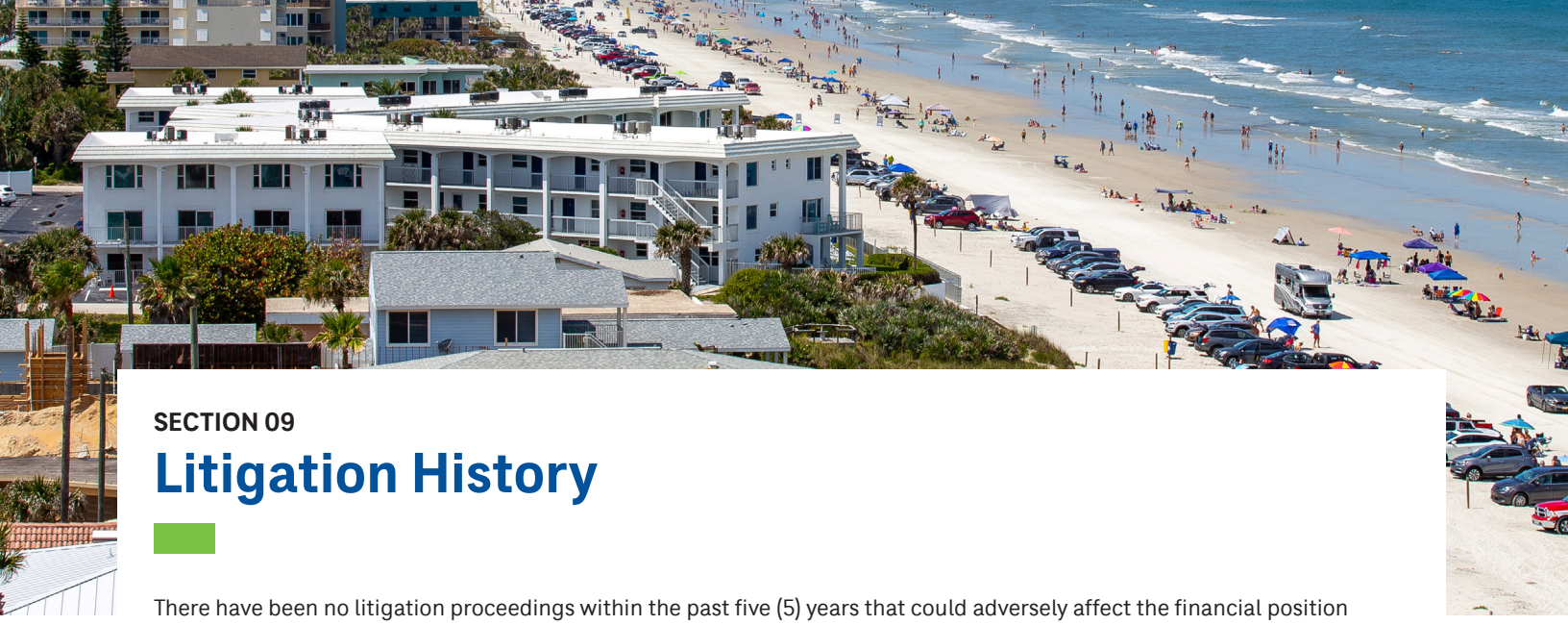
December 2024

1) Clearwater Bay Condominium Association v. Centex Homes et al; 2018-CP-26-01734, County of Horry, South Carolina - Fourth Party lawsuit – Dismissed in 2021

2) Smith v. Pulte Home Corporation; 19-CVS-9011, County of Mecklenburg, North Carolina- Dismissed in 2021

3) Jax Dirtworks v. McKim & Creed; CA21-0524, Johns County, Florida – Settled in 2022

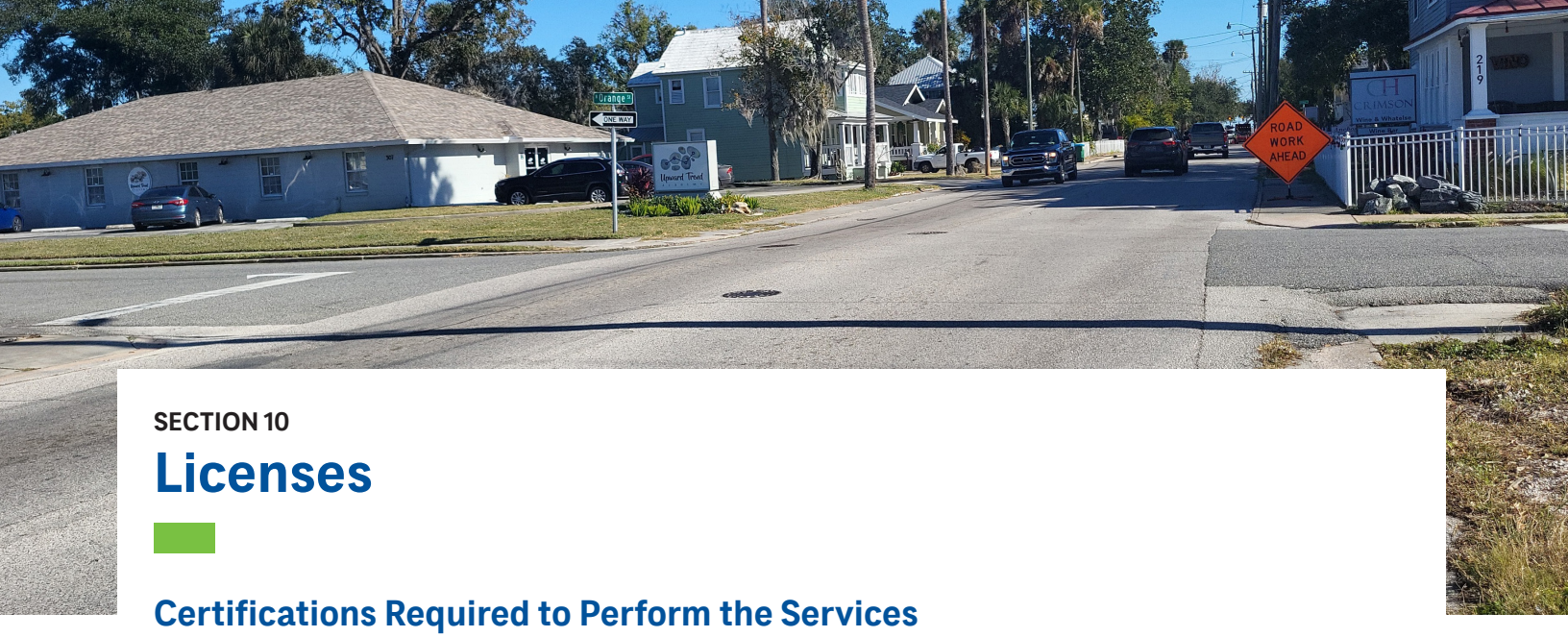
4) SCP-EW River Place, LLC and Faulconer Construction Co. v. Cape Fear Public Utilities Authority et al. – Judgment in McKim & Creed's favor



SECTION 09

Litigation History

There have been no litigation proceedings within the past five (5) years that could adversely affect the financial position or ability of CDM Smith Inc. to perform its contractual commitments.



SECTION 10

Licenses

Certifications Required to Perform the Services

The CDM Smith team meets all license, renewals, and certification requirements required to perform the services described in the RFP. On the following pages, we have included the applicable certifications for our staff. We routinely renew their certifications to make sure we have the most up-to- date technical knowledge required for your project.

FDOT Prequalification

The CDM Smith team meets all the Florida Department of Transportation (FDOT) prequalification requirements outlined in the RFP. We have included CDM Smith's FDOT prequalification letter as well as our subconsultant team members' FDOT prequalification letters at the end of this section.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

1:30:06 PM 3/20/2025

Licensee Information

Name:	CDM SMITH INC. (Primary Name)
Main Address:	621 N.W. 53RD ST. STE 265 BOCA RATON Florida 33487
County:	PALM BEACH
License Location:	621 N.W. 53RD STREET, SUITE 265 BOCA RATON FL 33487
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	20
Status:	Current
Licensure Date:	05/10/1977
Expires:	

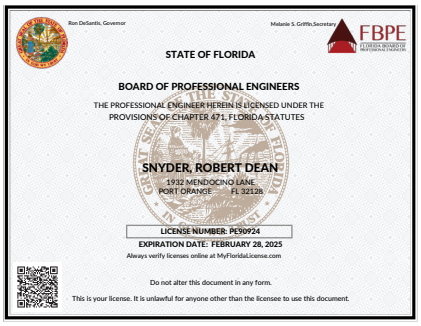
Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

Team Licenses

Robert Dean Snyder, Jr., PE | Senior Project Engineer


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SNYDER, ROBERT DEAN
1932 MENDOCINO LANE
PORT ORANGE FL 32128
LICENSE NUMBER: PE90924
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

CTQP Training History Report

Report for: Robert Snyder
TIN: S53676491
Report Date: 02/27/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3026359	12/19/2023	12/19/2028
Final Estimates Level 2	3026358	12/19/2023	12/19/2028
QC Manager	N/A	12/21/2018	01/01/2099

Deb Wilson | Project Principal

CTQP Training History Report

Report for: Deborah Wilson
TIN: H42417269
Report Date: 03/06/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	2004377	07/30/2020	07/30/2025
Final Estimates Level 2	2004047	07/30/2020	07/30/2025

Jill Hoegler | QA/QC Manager

CTQP Training History Report

Report for: Jill Hoegler
TIN: H24642168
Report Date: 02/27/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Plant Level 1	N/A	11/20/2019	11/30/2025
Final Estimates Level 1	3023362	08/11/2023	08/11/2028
Final Estimates Level 2	3022955	07/25/2023	07/25/2028
QC Manager	N/A	04/26/2007	01/01/2099

Brian Qualls | QA/QC Manager

CTQP Training History Report

Report for: Brian Qualls
TIN: Q42007773
Report Date: 02/27/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	2004371	07/31/2020	07/31/2025
Asphalt Paving Level 2	2004015	07/31/2020	07/31/2025
Earthwork Construction Inspection Level 1	2004011	07/31/2020	07/31/2025
Final Estimates Level 1	3018343	02/15/2023	02/15/2028
Final Estimates Level 2	3018342	02/15/2023	02/15/2028
QC Manager	N/A	03/25/2009	01/01/2099

Dennis Cowart | Project Administrator

CTQP Training History Report

Report for: Dennis Cowart
TIN: C63016385
Report Date: 03/11/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3024595	10/31/2023	10/31/2028
Asphalt Paving Level 2	3024594	10/31/2023	10/31/2028
Concrete Field Inspector Level 2	3008745	01/05/2022	11/29/2025
Drilled Shaft Inspection	3030224	05/04/2024	05/04/2029
Earthwork Construction Inspection Level 1	3009870	02/15/2022	02/15/2027
Earthwork Construction Inspection Level 2	3030827	05/19/2024	05/19/2029
Final Estimates Level 1	3008917	01/20/2022	01/20/2027
Final Estimates Level 2	3008916	01/20/2022	01/20/2027
Pile Driving Inspection	3009396	01/29/2022	01/29/2027
QC Manager	3032638	01/01/1099	01/01/2099

Brian Altomare | Contract Support Specialist

CTQP Training History Report

Report for: Brian Altomare
TIN: A43507886
Report Date: 03/11/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	2001802	04/15/2020	04/15/2025
Asphalt Paving Level 2	2005284	09/17/2020	09/17/2025
Asphalt Paving Level 2	2005284	09/17/2020	09/17/2025
Earthwork Construction Inspection Level 1	3014650	08/23/2022	08/23/2027
Earthwork Construction Inspection Level 2	3020766	05/07/2023	05/07/2028
Final Estimates Level 1	3021980	10/27/2027	06/21/2028
Final Estimates Level 1	3016118	10/27/2022	10/27/2027
Final Estimates Level 2	3021979	06/21/2023	06/21/2028

Jesus Arreola | Senior Inspector

CTQP Training History Report

Report for: Jesus Arreola
TIN: A64042185
Report Date: 03/07/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3010206	02/26/2022	02/26/2027
Concrete Field Technician Level 1	2007543	12/05/2020	10/29/2025
Earthwork Construction Inspection Level 1	2000824	03/31/2020	03/31/2025
Earthwork Construction Inspection Level 2	2002861	07/31/2020	07/31/2025
FDOT Concrete Field Inspector Specification	2007361	11/24/2020	11/24/2025
Final Estimates Level 1	3010645	03/15/2022	03/15/2027

Cory Hayes | Senior Inspector

CTQP Training History Report

Report for: Cory Hayes
TIN: H20011886
Report Date: 02/27/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	2003960	07/21/2020	07/21/2025
Asphalt Paving Level 2	2003767	07/21/2020	07/21/2025
Concrete Field Inspector Level 2	3020811	07/31/2023	11/29/2025
Concrete Field Technician Level 1	3020810	07/31/2023	04/22/2027
Earthwork Construction Inspection Level 1	3019760	04/04/2023	04/04/2028
Earthwork Construction Inspection Level 2	3019821	05/22/2023	05/22/2028
Final Estimates Level 1	3018587	01/11/2028	02/21/2028
Final Estimates Level 1	3017526	01/11/2023	01/11/2028
Final Estimates Level 2	3018586	02/21/2023	02/21/2028
QC Manager	N/A	11/04/2014	01/01/2099

Rob Duffee | Senior Inspector

CTQP Training History Report

Report for: Robert Duffee
TIN: D10077380
Report Date: 03/06/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 2	2001106	04/09/2020	04/09/2025
Concrete Field Inspector Level 2	3017725	10/11/2021	10/14/2025
Concrete Field Technician Level 1	3028532	07/25/2020	10/14/2025
Drilled Shaft Inspection	2007303	12/10/2020	12/10/2025
Earthwork Construction Inspection Level 1	2001110	08/07/2020	08/07/2025
Earthwork Construction Inspection Level 2	3028365	04/16/2024	04/16/2029
FDOT Concrete Field Inspector Specification	2006101	10/14/2020	10/14/2025
Final Estimates Level 1	3001449	03/09/2021	03/09/2026
Pile Driving Inspection	3017840	01/21/2023	01/21/2028

Cristian Palmero | Inspector

CTQP Training History Report

Report for: Cristian Palmero
TIN: P45610795
Report Date: 02/27/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3007121	10/07/2021	10/07/2026
Asphalt Paving Level 2	3007122	10/07/2021	10/07/2026
Concrete Field Inspector Level 2	3003576	04/10/2021	02/21/2026
Concrete Field Technician Level 1	3002858	04/10/2021	09/11/2025
Drilled Shaft Inspection	3007190	02/18/2022	02/18/2027
Earthwork Construction Inspection Level 1	2006328	10/27/2020	10/27/2025
Earthwork Construction Inspection Level 2	3002857	04/14/2021	04/14/2026
Final Estimates Level 1	3020170	04/07/2028	04/08/2028
Final Estimates Level 1	3020099	04/07/2023	04/07/2028
Final Estimates Level 2	3020169	04/08/2023	04/08/2028
QC Manager	2006330	10/17/2020	01/01/2099

Eduardo Vazquez-Palacios | Inspector

CTQP Training History Report

Report for: Eduardo Vazquez-Palacios
TIN: V22120002
Report Date: 02/27/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3033093	08/19/2024	08/19/2029
Earthwork Construction Inspection Level 1	3033929	09/24/2024	09/24/2029

Ryan Waddell | **Inspector Aide**

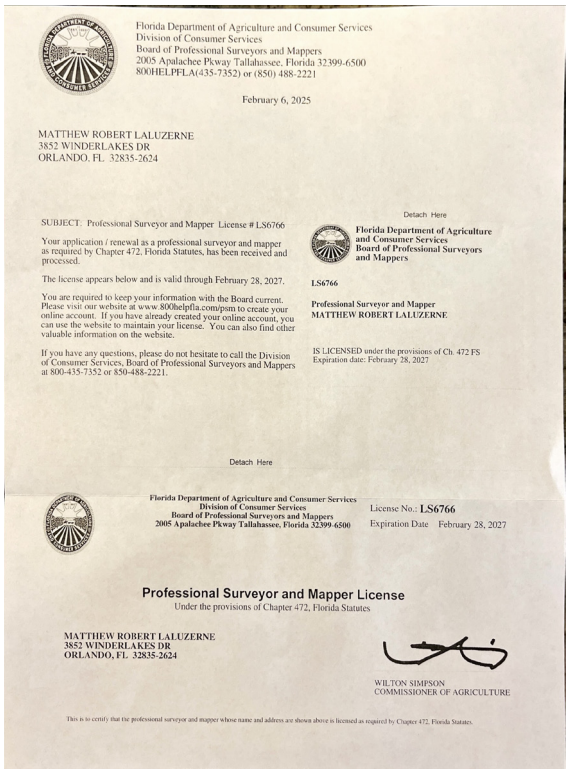
CTQP Training History Report

Report for: RYAN WADDELL
TIN: W34073302
Report Date: 03/07/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3037383	02/17/2025	02/17/2030

Matt LaLuzerne, PSM | **Survey**



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 6, 2025

MATTHEW ROBERT LALUZERNE
3852 WINDERLAKES DR
ORLANDO, FL 32835-2624

SUBJECT: Professional Surveyor and Mapper License # LS6766

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2027.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Board of Professional Surveyors and Mappers

LS6766

Professional Surveyor and Mapper
MATTHEW ROBERT LALUZERNE

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2027

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6766
Expiration Date February 28, 2027

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

MATTHEW ROBERT LALUZERNE
3852 WINDERLAKES DR
ORLANDO, FL 32835-2624

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Justin Montalvo | **Lab and Materials Testing**

CTQP Training History Report

Report for: Justin Montalvo
TIN: M53442092
Report Date: 03/17/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Aggregate Base Testing Technician	3030946	05/18/2024	05/10/2029
Asphalt Paving Level 1	2004681	08/27/2020	08/27/2025
Concrete Lab Technician Level 1	3020672	03/31/2023	03/31/2028
Earthwork Construction Inspection Level 1	2004524	08/22/2020	08/22/2025
LBR Technician	3028253	04/11/2024	04/11/2029

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 13, 2024

Robert Hamm, Vice President
CDM SMITH INC.
2308 Killearn Center Boulevard, Suite 201
Tallahassee, Florida 32309

Dear Mr. Hamm:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0	Project Development and Environmental (PD&E) Studies
3.1	Minor Highway Design
3.2	Major Highway Design
3.3	Controlled Access Highway Design
4.1.1	Miscellaneous Structures
4.1.2	Minor Bridge Design
4.2.1	Major Bridge Design - Concrete
4.2.2	Major Bridge Design - Steel
5.4	Bridge Load Rating
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
7.1	Signing, Pavement Marking and Channelization
7.2	Lighting
7.3	Signalization
9.1	Soil Exploration
9.4.1	Standard Foundation Studies
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI
11.0	Engineering Contract Administration and Management

13.3 Policy Planning
13.4 Systems Planning
13.5 Subarea/Corridor Planning
13.6 Land Planning/Engineering
13.7 Transportation Statistics

14.0 Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
154.03%	143.71%	0.313%	Excluded	6.10%	3.50%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 28, 2024

Richard Kushner, President-North Florida Division
UES PROFESSIONAL SOLUTIONS, LLC
4205 Vineland Road, Suite L1
Orlando, Florida 32811

Dear Mr. Kushner:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

9.1	Soil Exploration
9.2	Geotechnical Classification Laboratory Testing
9.3	Highway Materials Testing
9.4.1	Standard Foundation Studies
9.4.2	Non-Redundant Drilled Shaft Bridge Foundation Studies
9.5	Geotechnical Specialty Laboratory Testing
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
181.73%	142.94%	1.430%	Reimbursed	21.87%	0.00%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

1

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 12, 2024

Christopher Bosshart, Geomatics Regional Director
MCKIM & CREED, INC.
5701 Division Drive, Suite A
Fort Myers, Florida 33905

Dear Mr. Bosshart:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

3.1	Minor Highway Design
7.3	Signalization
8.1	Control Surveying
8.2	Design, Right of Way & Construction Surveying
8.3	Photogrammetric Mapping
8.4	Right of Way Mapping
10.1	Roadway Construction Engineering Inspection
13.6	Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense
193.92%	1.068%	Reimbursed	19.82%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

1



SECTION 11

Sam.gov and Division of Corporation Registration

Sam.gov | CDM Smith Inc.

SAM.GOV

CDM SMITH INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
SK8BJTEP5KB3	**0LPG5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 14, 2026**	
Physical Address	Mailing Address	
75 State ST STE 701 **Boston, Massachusetts 02109-1940** **United States**	**75 State STREET, Suite 701** **Boston, Massachusetts 02109** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Massachusetts 08	**Massachusetts / United States**	**www.cdmsmith.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 16, 2025	**Jan 14, 2025**	**Mar 13, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1947	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**0LPG5**

Points of Contact

Electronic Business

Patricia Sico, Manager Administration	**75 State Street** **Suite 701** **Boston, Massachusetts 02109** **United States**
Mario J Marcaccio, SECRETARY	75 State Street Suite 701 Boston, Massachusetts 02109 United States

Government Business

Patricia Sico, Manager Administration	**75 State Street** **Suite 701** **Boston, Massachusetts 02109** **United States**
THIERRY DESMARIS, TREASURER	75 State Street Suite 701 Boston, Massachusetts 02109 United States

Past Performance

Paul T Milligan, SECRETARY	**75 State Street** **Suite 701** **Boston, Massachusetts 02109** **United States**
Mario J Marcaccio, DIRECTOR	75 State Street Suite 701 Boston, Massachusetts 02109 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**

Disaster Response

This entity does not appear in the disaster response registry.

Florida Division of Corporation (Sunbiz) | CDM Smith Inc.

State of Florida
Department of State

I certify from the records of this office that CDM SMITH INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on April 23, 1974.

The document number of this corporation is 832235.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 7, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

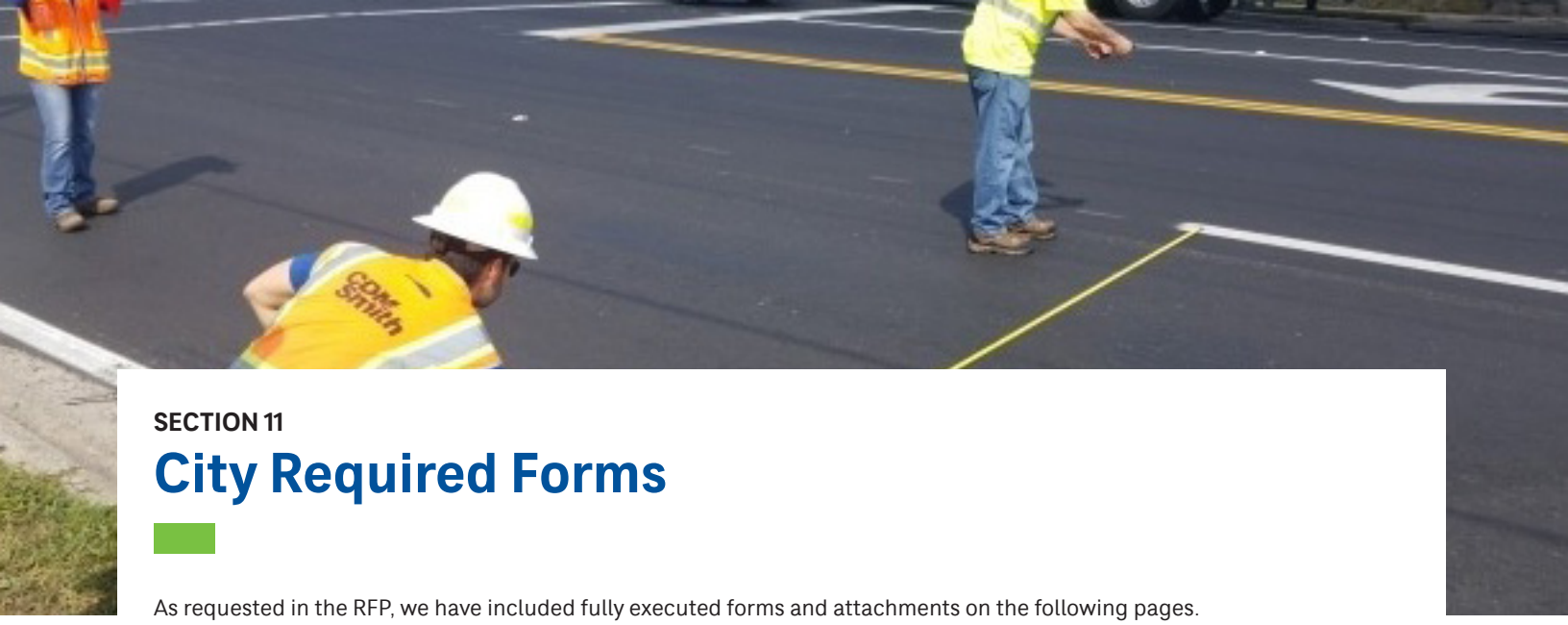
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2024

Secretary of State

Tracking Number: 4649402245CC

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

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



SECTION 11

City Required Forms

As requested in the RFP, we have included fully executed forms and attachments on the following pages.

- City of NSB Form: Authorized Signature/Negotiators
- City of NSB Form: Vendor Information Form
- City of NSB Form: Vendor Summary Form
- City of NSB Form: Completed W9
- City of NSB Form: Statement of Insurance
- City of NSB Form: Public Entity Crime Information Statement
- City of NSB Form: Disputes Disclosure
- City of NSB Form: Drug Free Workplace Certification
- City of NSB Form: Sworn Statement
- City of NSB Form: Non-Collusion Affidavit
- City of NSB Form: E-Verify
- City of NSB Form: Human Trafficking Affidavit
- City of NSB Form: Conflict of Interest
- City of NSB Form: Organizational Information
- City of NSB Form: Prohibition Against Contracting with Scrutinized Companies
- City of NSB Form: Smoke Free Acknowledgement
- City of NSB Form: References
- City of NSB Form: Signed Addendums (if applicable)
- Copy of Sunbiz Registration with Active Status (included here and in Section 11 Sam.gov and Division of Corporation Registration)
- Copy of Sams.Gov Registration (included here and in Section 11 Sam.gov and Division of Corporation Registration)

City of New Smyrna Beach

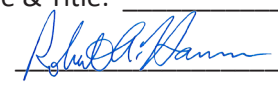
Proposal Response

Title of Project Name: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Project ID: **09-25-ENG**

Company Name: CDM Smith Inc.

Print Authorized Officer Name & Title: Robert A. Hamm, PE Vice President

Signature Authorized Officer: 

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	▬
City of NSB Form: Vendor Information Form	▬
City of NSB Form: Vendor Summary Form	▬
City of NSB Form: Completed W9	▬
City of NSB Form: Statement of Insurance	▬
City of NSB Form: Public Entity Crime Information Statement	▬
City of NSB Form: Disputes Disclosure	▬
City of NSB Form: Drug Free Workplace Certification	▬
City of NSB Form: Sworn Statement	▬
City of NSB Form: Non-Collusion Affidavit	▬
City of NSB Form: E-Verify	▬
City of NSB Form: Human Trafficking Affidavit	▬
City of NSB Form: Conflict of Interest	▬
City of NSB Form: Organizational Information	▬
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	▬
City of NSB Form: Smoke Free Acknowledgement	▬
City of NSB Form: References	▬
City of NSB Form: Signed Addendums (if applicable)	▬
Copy of Sunbiz Registration with Active Status	▬
Copy of Sams.Gov Registration	▬

City of New Smyrna Beach

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Robert A. Hamm	Vice President	850.386.9529

Robert A. Hamm, PE
Print Name

Vice President
Signature/Title)

CDM Smith Inc.
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture X Corporation

State of Incorporation: Massachusetts

Federal I.D. or Social Security number is: 04-2473650

VENDOR INFORMATION

BID #:	RFP 09-25-ENG
BID TITLE:	Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Respondent Information	
Company Name: CDM Smith Inc.	Federal Employer Identification Number or SS Number: 04-2473650 DUN Number: 05-599-0261
Mailing Address: 101 Southhall Lane, Suite 200	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Maitland, Florida 32751	Incorporated in the State of: Massachusetts
Corporate Address: 75 State Street, Suite 701	What kind of business: ("For Profit") or "Not for Profit" Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code: Boston, Massachusetts 02109	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No. 407.660.2552	
Email Address: wilsondh@cdmsmith.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Anthony B. Bouchard	Vice President: Robert A. Hamm, PE
Secretary: Paul T. Milligan	Treasurer: Christopher R. Campbell
Other: _____	Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Title: Vice President

Robert A. Hamm, PE
Printed Name

Date: 3/25/2024

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 3/25/2025

VENDOR NAME: CDM Smith

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Construction Engineering and Inspection (CEI)

DEPARTMENT:

PREPARED BY: Deb Wilson

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
101 Southhall Lane	101 Southhall Lane	101 Southhall Lane
ADDRESS	ADDRESS	ADDRESS
Suite 200	Suite 200	Suite 200
Maitland, Florida	Maitland, Florida	Maitland, Florida
CITY/STATE	CITY/STATE	CITY/STATE
32751	32751	32751
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Deb Wilson

E-MAIL: wilsondh@cdmsmith.com

OFFICE PHONE: 407.660.2552

FAX: 407.875.1161

MOBILE PHONE: 407.592.6597

FEDERAL TAX ID#: 04-2473650

DUNS Number: 05-599-0261

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CDM SMITH INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

75 STATE STREET, SUITE 701

Requester's name and address (optional)

6 City, state, and ZIP code

BOSTON, MA 02109

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	4	–	2	4	7	3	6	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Janeen Pitts* Date 01/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

CDM Smith Inc.

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

Vice President

OFFICER TITLE

3/25/2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR 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."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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



Vice President

Authorized Signature and Title

Date: 3/25/2025

Robert A. Hamm, PE Vice President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES X NO _____ The firm has had contract terminations in the past five years but none were related to project performance.

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO _____ There have been no bid protests. For a list of lawsuits involving project performance, please refer to the litigation disclosure we list we included on pg. 27.

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # 09-25-ENG described as:

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements.

CDM Smith Inc.
Firm

3/25/2025
Date

Vice President
Authorized Signature and Title

Robert A. Hamm, PE Vice President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with 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. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

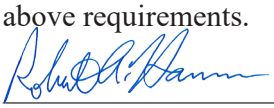
5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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



Date: 3/25/2025

Authorized Signature

Robert A. Hamm, PE Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Robert A. Hamm, PE Vice President
(Print Individual's Name and Title)
for CDM Smith Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Consultant

and (if applicable) its Federal Employer Identification Number (FEIN) is 04-2473650

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Robert A. Hamm
(Signature)

Sworn and subscribed before me this 19th day of March, 2025.

Personally known_____

OR produced identification ✓

Drivers License
(Type of Identification)

(Notary)

Notary Public State of Florida

My commission expires: Nov. 19, 2025

RANDY BARNHILL
Notary Public, State of Florida
Commission# HH 179290
My comm. expires Nov. 19, 2025

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Leon

Robert A. Hamm, being first duly sworn, deposes and says that:

He/she is Vice President of CDM Smith Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Vice-President
Title

Subscribed and sworn to before me this 19th day of March, 2025.

Field Service Representative
Title

My Commission Expires: Nov. 19, 2025

NOTARY PUBLIC
RANDY BARNHILL
Notary Public, State of Florida
Commission# HH 179290
My comm. expires Nov. 19, 2025

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: CDM Smith Inc.

Consultant E-Verify Registration Number: 1363709

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: Robert A. Hamm

Print Name: Robert A. Hamm

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 19th Day of March, 2025. She/He is personally known to me or has produced Driver License As identification.

RANDY BARNHILL
Notary Public, State of Florida
Commission# HH 179290
My comm. expires Nov. 19, 2025

Notary Public

My commission expires: Nov. 19 2025

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach, Florida ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: CDM Smith Inc.

Authorized Signature: Robert A. Hamm Date: 3/19/2025

Printed Name: Robert A. Hamm

Title: Vice President

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2025, by Robert A Hamm, as Vice President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced Davis License as identification.

RANDY BARNHILL
Notary Public, State of Florida
Commission# HH 179290
My comm. expires Nov. 19, 2025

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: Nov. 19, 2025

Human Trafficking Affidavit 09/24

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Robert A. Hamm

who was duly sworn, deposes, and states:

1. I am the Vice President of CDM Smith Inc., _____ with a local office in Maitland, FL (City & State) and principal office in Boston, MA (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 09-25-ENG,** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Robert A. Hamm
Typed Name

Robert A. Hamm
Signed

Vice-President
Title

3-19-2025
Dated

Sworn to and subscribed before me this 19th day of March 2025.

Personally known ____ OR produced identification ✓. Identification type: Drivers License

Notary Public: State of Florida County of Leon

Randy Barnhill
Printed, typed, or stamped commissioned name of notary public

My commission expires: Nov. 19, 2025

NOTARY PUBLIC
RANDY BARNHILL
Notary Public, State of Florida
Commission# HH 179290
My comm. expires Nov. 19, 2025

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[XX] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Massachusetts	
Principal Place of Business (Enter Address)	101 Southhall Lane, Suite 200, Maitland, Florida 32751	
Federal I.D. Number	04-2473650	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: CDM Smith Inc.

Mailing Address: 101 Southhall Lane, Suite 200, Maitland, Florida 32751

Telephone Number: 407.875.1161 Fax Number: _____ E-mail Address: hammra@cdmsmith.com

Authorized Signature	Printed Name	FEIN
	Robert A. Hamm, PE	04-2473650

Title	Date
Vice President	3/25/2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: CDM Smith Inc.

FEIN: 04-2473650

Authorized Representative Name and Title: Robert A. Hamm, PE Vice President

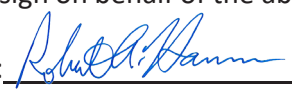
Address: 101 Southhall Lane, Suite 200

City: Maitland State: Florida Zip: 32751

Phone Number: 407.875.1161 Email Address: hammra@cdmsmith.com

Certified By: Robert A. Hamm, PE Vice President,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

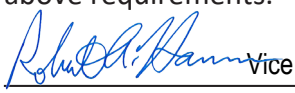
The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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


Vice President

Authorized Signature and Title

Date: 3/25/2025

Robert A. Hamm, PE Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: ORANGE CAMP ROAD WIDENING – LOCAL AGENCY PROGRAM (LAP)		
Type of Project/Service: SAFETY ENHANCEMENTS / INTERSECTION IMPROVEMENTS / ROADWAY WIDENING / MILLING AND RESURFACING / STORM DRAIN SYSTEM CONSTRUCTION / EXTENSIVE UTILITIES		
Address: ORANGE CAMP RD FROM I-4 INTERCHANGE TO WEST OF MARTIN LUTHER KING JR PKWY, DELAND, FL		
Contracting Agency/Client: VOLUSIA COUNTY PUBLIC WORKS - ENGINEERING AND CONSTRUCTION		
Contact Name and Phone #: WAYNE JACKSON – CONSTRUCTION MANAGER 386-561-8655 OR TADD KASBEER – COUNTY ENGINEER 386-736-5967		
Contact Email Address and Fax #: WJACKSON@VOLUSIA.ORG OR tKASBEER@VOLUSIA.ORG		
Contract Amount: $10,080,854.09	Start Date: NTP: AUGUST 27, 2020	End Date: FINAL ACCEPTANCE: AUGUST, 2022
Project #2:		
Project Name: OAKLAND ROUNDABOUT – LOCAL AGENCY PROGRAM (LAP)		
Type of Project/Service: RECONSTRUCTION & REALIGNMENT OF INTERSECTION / ROUNDABOUT CONSTRUCTION / MILLING AND RESURFACING / STORM DRAIN SYSTEM CONSTRUCTION / UTILITIES / LANDSCAPE / STREETSCAPE		
Address: OLD HIGHWAY 50, OAKLAND AVENUE AND J.W. JONES ROAD, JUST N. OF WEST COLONIAL DR., ORANGE COUNTY		
Contracting Agency/Client: ORANGE COUNTY – HIGHWAY CONSTRUCTION		
Contact Name and Phone #: SHAWN KENNEDY – PROJECT MANAGER – 321-354-7410		
Contact Email Address and Fax #: SHAWN.KENNEDY@OCFL.NET		
Contract Amount: $2,967,063.38	Start Date: NTP: MAY 13, 2021	End Date: FINAL ACCEPTANCE: JANUARY 19, 2024
Project #3:		
Project Name: SR 400 (BEVILLE RD) FROM WILLIAMSON BLVD TO EAST OF FOREST LAKE BLVD (FIN 442906-1-52-01 – CONTRACT E50B4) – GROUP 206 (FDOT DISTRICT 5)		
Type of Project/Service: MILLING AND RESURFACING / LIGHTING / SIGNALIZATION / SIDEWALKS / STREETSCAPE		
Address: SR 400 FROM WEST OF CR 4009 (WILLAIMSON BLVD) TO EAST OF FOREST LAKE BLVD		
Contracting Agency/Client: FLORIDA DEPARTMENT OF TRANSPORTATION		
Contact Name and Phone #: RICK COE – CONSTRUCTION PROJECT MANAGER OFFICE: 386-740-3490 CELL: 386-527-3831		
Contact Email Address and Fax #: FREDERICK.COE@DOT.STATE.FL.US		
Contract Amount: $1,641,425.00	Start Date: NTP: SEPTEMBER 29, 2022	End Date: FINAL ACCEPTANCE: APRIL, 2023

Project #4:		
Project Name: LANDSCAPING – US 17/92 FROM RAVEN AVENUE TO DOG TRACK ROAD – LOCAL AGENCY PROGRAM (LAP)		
Type of Project/Service: LANDSCAPE		
Address: US 17/92 FROM RAVEN AVENUE TO DOG TRACK ROAD		
Contracting Agency/Client: CITY OF LONGWOOD		
Contact Name and Phone #: ERIC NAGOWSKI 407-263-2395		
Contact Email Address and Fax #: ENAGOWSKI@LONGWOODFL.ORG		
Contract Amount: $555,286.00	Start Date: JANUARY 3, 2023	End Date: FINAL ACCEPTANCE: NOVEMBER 19, 2023
Project #5:		
Project Name: GATLIN AVENUE, KENNEDY AVENUE, AND ARROW ROAD INTERSECTION IMPROVEMENTS – LOCAL AGENCY PROGRAM (LAP)		
Type of Project/Service: ROAD WIDENING / MILLING AND RESURFACING / STORM DRAIN SYSTEM UPGRADES / ADA UPGRADES AND SIDEWALK CONSTRUCTION / PEDESTRIAN CROSSING SIGNALS / UTILITY ADJUSTMENTS		
Address: INTERSECTION OF GATLIN AVENUE, KENNEDY AVENUE, AND ARROW ROAD, ORANGE COUNTY		
Contracting Agency/Client: ORANGE COUNTY		
Contact Name and Phone #: SHAWN KENNEDY – PROJECT MANAGER – 321-354-7410		
Contact Email Address and Fax #: SHAWN.KENNEDY@OCFL.NET		
Contract Amount: $963,511.44	Start Date: NOVEMBER 1, 2020	End Date: FINAL ACCEPTANCE: JULY 24, 2021

Addendum 1: March 6, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Would it be possible to obtain a copy of the proposed plans, the letting date, and the estimated construction cost?

   Answer: 100% Plans and Engineer's Cost Estimate have been uploaded in OpenGov. See Attachments E,F,G, and H. Note: Letting date to be determined

2. **Question:** Would the City please clarify how long the contract period is? Page 8 of the RFP states a "Contract period of three (3) years, with the possibility No, for a total of ninety (90) days", however Page 26 and the Draft Contract state "It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission."

   Answer: Section III.E, has been revised to reflect fifteen (15) months.

3. **Question:** Since Dunn & Bradstreet (DUNS) Numbers are no longer used, is it acceptable to provide the City with our Unique Entity Identifier (UEI) instead, since this is the replacement for DUNS?

   Answer: Yes, the UEI of acceptable.

4. **Question:** Upon reading the "Qualifications and Abilities of Project Team" section, item "A" has a 5-page limit, and since "B" is a separate item, could the City please clarify if the resumes are "in addition" to the 5-page limit?

Answer: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

5. **Question:** Would the City please confirm if we are to submit proof of required insurance with our proposal? Page 31 of the RFP states "Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance prior to award. Proof of insurance as prescribed by this document will disqualify your firm, as the top ranking and from further consideration". However, Page 33 of the RFP states "Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal". Is it acceptable to provide our standard ACCORD insurance holder documentation as an attachment to the "Statement of Insurance Compliance" form without naming the additional insured for the form for this submittal response?

   Answer: Section VI, Insurance Requirements has been revised. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission. Submitted proposals shall include a completed Statement of Insurance Compliance form provided as an Attachment C of the solicitation.

6. **Question:** When we clicked on the link for OpenGov on the first page of the RFP, the link takes you to a page with a 404 error; however, the link on page 2 works and the link brings you to the portal. We believe the word "portal" is missing from the link on the first page. Overall, the portal appears to have uploads for several items separate from the "1 full PDF" at the end of the list of "required response" items. Would the City please clarify the language on page 31 to provide 1 full PDF and the information noted on pages 40-42 of the RFP?

   Answer: The correct link is as follows: https://procurement.opengov.com/portal/cityofnsb

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Robert A. Hamm, PE Proposer Signature: _____

CDM Smith Inc.
Firm Name (Please Print)

Addendum 2: March 14, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Under Section I.A (Summary), paragraph 4 states, "the awarded firm will also conduct the water main inspection for this contract".

   Section IV.A also states, "the awarded firm will provide the water main inspection for this contract". Section V.G (Experience) has a contradictory note that states, "the NSBU staff is responsible for the CEI of Underground and Aboveground utilities" Can the City clarify who will be responsible for the inspection of the underground utilities including density testing, pressure testing, witnessing of taps, line stops, tie-ins to mains, and all other testing required per contract and NSBU?

   Answer: CEI firm selected will provide the water main and sanitary sewer improvements inspection services. NSBU staff will provide in-house electrical inspectors for all overhead to underground electric conversions.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Robert A. Hamm, PE Proposer Signature: _____

CDM Smith Inc.

Firm Name (Please Print)

Florida Division of Corporation (Sunbiz) | CDM Smith Inc.

State of Florida
Department of State

I certify from the records of this office that CDM SMITH INC. is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on April 23, 1974.

The document number of this corporation is 832235.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 7, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2024

Secretary of State

Tracking Number: 4649402245CC

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

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

Sam.gov | CDM Smith Inc.

SAM.GOV

CDM SMITH INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
SK8BJTEP5KB3	**0LPG5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 14, 2026**	
Physical Address	Mailing Address	
75 State ST STE 701 **Boston, Massachusetts 02109-1940** **United States**	**75 State STREET, Suite 701** **Boston, Massachusetts 02109** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Massachusetts 08	**Massachusetts / United States**	**www.cdmsmith.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 16, 2025	**Jan 14, 2025**	**Mar 13, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1947	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**0LPG5**

Points of Contact

Electronic Business

Patricia Sico, Manager Administration	**75 State Street** **Suite 701** **Boston, Massachusetts 02109** **United States**
Mario J Marcaccio, SECRETARY	75 State Street Suite 701 Boston, Massachusetts 02109 United States

Government Business

Patricia Sico, Manager Administration	**75 State Street** **Suite 701** **Boston, Massachusetts 02109** **United States**
THIERRY DESMARIS, TREASURER	75 State Street Suite 701 Boston, Massachusetts 02109 United States

Past Performance

Paul T Milligan, SECRETARY	**75 State Street** **Suite 701** **Boston, Massachusetts 02109** **United States**
Mario J Marcaccio, DIRECTOR	75 State Street Suite 701 Boston, Massachusetts 02109 United States

Service Classifications

NAICS Codes

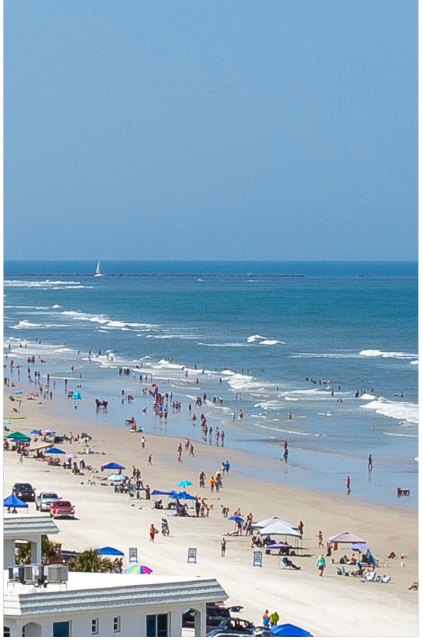
Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**

Disaster Response

This entity does not appear in the disaster response registry.













101 Southhall Lane, Suite 200
Maitland, Florida 32751
tel: 407 660 2552
cdmsmith.com

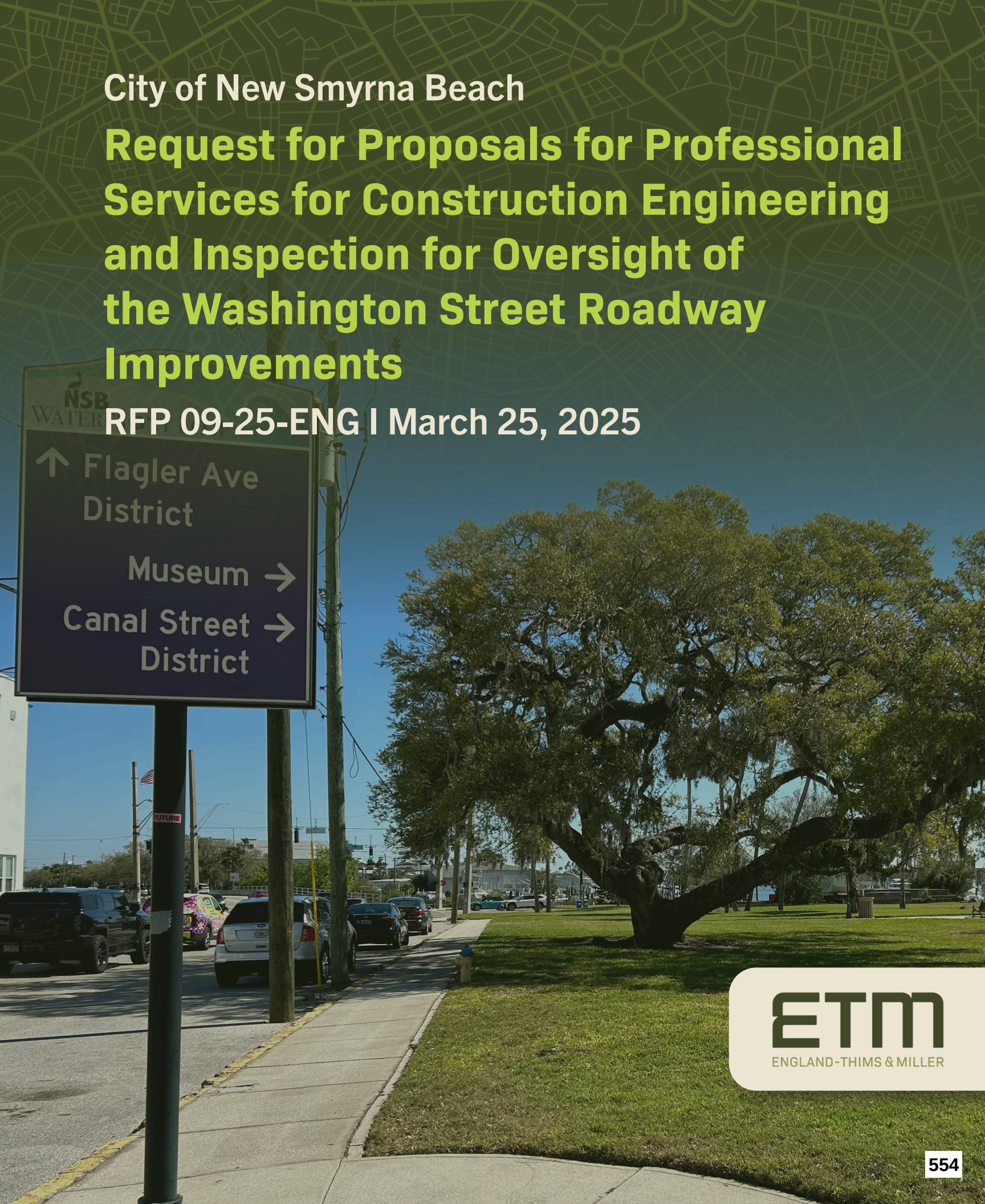
CDM Smith®

Listen. Think. Deliver.

City of New Smyrna Beach

Request for Proposals for Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements

RFP 09-25-ENG I March 25, 2025



ETM
ENGLAND-THIMS & MILLER

Tab 1

COVER PAGE AND TABLE OF CONTENTS

1 COVER PAGE AND **TABLE OF CONTENTS**



SUBJECT/TITLE
Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements
(FPID No. 447711-1-54-01)

RFP NUMBER
RFP 09-25-ENG

FIRM'S NAME
England, Thims & Miller, Inc.

CONTACT PERSON
Mike Ruland, PE, Associate DBIA
Senior Project Engineer

ADDRESS
1275 W. Granada Boulevard,
Suite 6B
Ormond Beach, Florida 32174

PHONE NUMBER
(904) 642-8990

DUE DATE
March 25, 2025

I **COVER PAGE AND TABLE OF CONTENTS**
Page 1

II **STATEMENT OF INTEREST AND INTRODUCTIONS**
Page 3

III **COMPANY HISTORY, COMPANY QUALIFICATIONS, CAPABILITIES, AND CAPACITY**
Page 10

IV **QUALIFICATIONS AND ABILITIES OF PROJECT TEAM**
Page 17

V **EXPERIENCE**
Page 25

VI **PROJECT PLAN**
Page 33

VII **WORKLOAD CAPACITY**
Page 61

VIII **REFERENCES**
Page 62

IX **FINANCIAL STABILITY/LITIGATION**
Page 72

XII **SAMS & DIVISION OF CORP REGISTRATION**
Page 75

XI **REQUIRED FORMS**
Page 80

Tab 2

STATEMENT OF INTEREST AND INTRODUCTIONS

March 25, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Reference: Professional Services for Construction Engineering & Inspection for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01), RFP 09-25-ENG

Dear Ms. Vivian and the City of New Smyrna Beach Selection Committee,

England, Thims & Miller, Inc. (ETM), a Florida corporation, understands the goals and challenges of the Washington Street Roadway Improvements project, which involves creating a safer and more efficient vehicular travel through improved intersection design, better signage and striping, improved drainage performance, and improved invisibility. Additional project goals include safer pedestrian travel through sidewalks and pedestrian crossings, enhancing commercial and courier vehicle access to reduce carbon emissions, and urban beautification through landscaping and undergrounding of overhead utilities. Another component of this project will be providing the watermain inspection. To fully accomplish these goals, and address any project challenges, we have strategically assembled a team of professionals who can ensure timely responses and successful results who have substantial CEI experience on roadway improvements projects. With enthusiasm and dedication, we are eager to help make the City of New Smyrna Beach's vision a reality and serve as their Trusted Advisors, Creating Community.

With our strong commitment to shaping local communities, we have emerged as a leading civil engineering firm since our founding in 1977. Boasting over 370 professional staff members, over 70 in CEI, and a local office in Ormond Beach, Florida, as well as our corporate headquarters in Jacksonville, Florida, we pride ourselves on having extensive relevant experience, including sizeable staff availability, quick turnaround times when needed, and flexibility to take on concurrent assignments. Our clients can expect best-in-class services as well, thanks to experienced staff members working hand-in-hand with trusted subconsultants.

Why Choose the ETM Team?

Strong Local Presence and Experience:

- We have an office in Ormond Beach and have staff residing within the City of New Smyrna Beach. In fact, our proposed Senior Project Engineer lives approximately 15 minutes away from the project site.
- All of our staff is located in Florida, and are available as a resource, should the need arise.
- Our team possesses nearly 200 years of combined relevant knowledge and experience.
- We can readily draw on our long-standing relationships with FDOT and our knowledge of past projects to minimize the disruption to the roadways, homeowners, and properties that may be impacted by this project in the community.
- Our extensive knowledge of construction, years of experience, and partnering attitude allows us to provide solutions in a proactive manner.
- We are prepared to serve as the City of New Smyrna Beach's Extension of Staff with experienced and seasoned professionals that will deliver a quality product.
- Our team fully meets and exceeds the FDOT prequalifications as required by this contract.

Proven Approach:

The success of these projects is rooted in a team that takes ownership of the project, is active in spotting challenges, and provides well thought out solutions.

Our team is fully licensed in the State of Florida to provide professional engineering services, and is prequalified in the required work group needed under this contract, FDOT Roadway Construction Engineering Inspection (Work Group 10.1) and Construction Materials Testing (Work Group 10.3) - reducing the City's risk exposure on these highly visible projects. Our team's prequalifications lend an additional level of assurance to the City that this project will be managed in strict accordance with budget and schedule requirements.

Our FDOT/CTQP-qualified staff and their depth of CEI experience, essential knowledge, and expertise gained through decades of experience administering multiple contracts simultaneously, have proven essential in cultivating our reputation as the premier CEI firm.

ETM will serve as the prime consultant for this project. The specialized services required for this contract will be performed by our experienced team of subconsultants, which include:

- **ETM Surveying & Mapping, Inc. (ETM Survey)** - Surveying & Mapping (Groups: 8.1 and 8.2)
- **ECS Florida, LLC (ECS)** - Geotechnical Engineering & Laboratory Testing (Groups: 10.1 and 10.3)
- **PI Consulting, Inc. (PI) - DBE** Inspection Support (Groups: 10.1, 10.3)
- **Civil/Site Engineering, Inc. (CSEI)** - DBE Inspection Support (Group: 10.1)
- **MTN Resources, Inc. (MTN) -** Resident Compliance Services

As the Principal-in-Charge for this project, I am the authorized contracting agent for this work and will ensure that all required resources are available for any task/project resulting from this contract. With comprehensive knowledge and expertise, our trusted Project Manager, Mike Ruland, PE, Assoc. DBIA, is the ideal point-of-contact for this service contract. With previous experience working on roadway improvement projects, he leads a team that has strong ties to the local community, excellent relationships with FDOT District 5 staff, and extensive experience on similar projects, as well as the capacity and depth of knowledge necessary to perform the identified tasks and deliver this crucial project, all while providing dependable and quality inspection services for the City and its residents.

ETM is proud to have more than 48 years of successful partnerships under our belt and a long list of infrastructure improvement projects that demonstrate this. We work proactively to identify and mitigate potential issues before they impact budgets and/or schedules. We have the experience, available staff, resources, and teaming partners necessary to successfully and efficiently address all project requirements. Our team is led by an experienced and responsive Senior Project Engineer who will be committed to serving the City of New Smyrna Beach. We are grateful for the opportunity to present our team's capabilities and look forward to serving the City of New Smyrna Beach on this important project.

Sincerely,
ENGLAND-THIMS & MILLER, INC.





George R. Miller, PE
Executive Vice President
1275 West Granada Boulevard, #6B
Ormond Beach, Florida 32174
Phone: (904) 837-0000
Email: MillerG@etminc.com

Michael B. Ruland, PE, Assoc. DBIA
Senior Project Engineer/Point-of-Contact
1275 West Granada Boulevard, #6B
Ormond Beach, Florida 32174
Phone: (386) 212-8646
Email: RulandM@etminc.com

March 25, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FDPI No. 447711-1-54-01); RFP 09-25-ENG

To the Selection Committee,

ETM Surveying & Mapping, Inc. (ETM Survey) is pleased to team with England, Thims & Miller, Inc. and provide surveying & mapping, and SUE services on the City of New Smyrna Beach's Oversight of the Washington Street Roadway Improvements Project.

Since 1924, ETM Survey, an affiliate company of ETM, has been a collaborative partner on many projects vital to Northeast and Central Florida's infrastructure and development projects, aiding in the growth of the community by providing best-in-class surveying services along with innovative solutions to our client's challenges. Over the decades, ETM Survey has emerged as a company with a reputation for being responsive and innovative to our public and private sector clients. We have also effectively leveraged our experience to better understand the needs and expectations of our clients.

ETM Survey has archived an extensive collection of historical surveying and engineering records that benefit every project we undertake. Through the effort of our professionals, our project history profoundly illustrates our reputation for maintaining a standard of excellence on every project, no matter the size. ETM Survey is a company with a unique blend of extensive historical resources, coupled with current progressive technology, and offers a wide spectrum of land surveying services that span from ALTA/NSPS land title surveys to Subsurface Utility Engineering (SUE), ensuring that we deliver unparalleled accuracy and reliability.

We have been working with ETM for over 4 decades and have a great working relationship. ETM Survey's coordination is simplified by the fact that we are located adjacent to ETM's Jacksonville headquarters. We look forward to working with ETM and the City of New Smyrna Beach on this contract and are available to answer any additional questions you may have.

Sincerely,
ETM SURVEYING & MAPPING, INC.

Scott A. Graham, PSM
Vice President
14775 Old St. Augustine Road
Jacksonville, Florida 32258
(904) 265-3111

March 25, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01); RFP 09-25-ENG

To the Selection Committee,

ECS Florida, LLC is pleased to team with England-Thims & Miller, Inc. and provide Construction Materials Lab Testing on the City of New Smyrna Beach's Professional Services contract for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements project.

Local: ECS Florida, LLC is one of the operating entities of the ECS Group of Companies with office locations in Jacksonville, Orlando, Tampa, Groveland, Sarasota, West Palm Beach, Miami, Ft. Myers, Daytona, Gainesville and Tallahassee. ECS Florida, LLC has more than 225 employees and over 35 years of experience. ECS is equipped to help projects from conception through completion for both the private and public sectors.

Company: ECS Florida, LLC is one of the operating entities of the ECS Group of Companies. ECS currently operates in more than 100 locations throughout Eastern, Southeastern, Southwestern, Midwestern and Pacific states. Utilizing the strengths, experience and expertise of over 2,800 staff across the company, ECS is able to save our clients time and money.

We have been working with ETM for 20 years and have a great working relationship. We look forward to working with ETM and the City of New Smyrna Beach on this contract and are available to answer any additional questions you may have.

Sincerely,
ECS Florida, LLC

Victor Faltas, PE
Subsidiary Assistant Regional Manager
2330 South Nova Road, Suite A
Daytona Beach, FL 32119
VFaltas@ecslimited.com

February 26, 2025

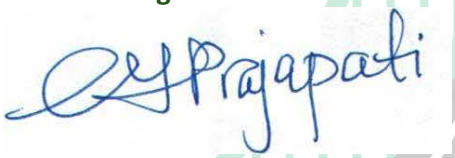
City of New Smyrna Beach
210 Sams Avenue,
New Smyrna Beach, FL 32168

RE: RFP 09-25-ENG
Professional Services for CEI for Oversight of Washington Street Roadway Improvements
FPID: 447711-1-54-01
Financial Stability / Litigation Statement

Dear Procurement Manager,

PI Consulting Services, LLC (PI) certifies that we are financially stable and possess the necessary resources, both human and financial, to successfully provide the required services at the level expected by the City of New Smyrna Beach. Over the past five (5) years, our firm has not been involved in any lawsuits related to the services we have performed or failed to perform. Additionally, our team has not failed to complete any contracted work during this period. Furthermore, no officers of our firm have failed to complete a contract under their name in the past five (5) years. PI Consulting Services, LLC's Dun & Bradstreet number is 062115593.

Sincerely,
PI Consulting Services LLC



Chaitali Prajapati
Member

CIVIL / SITE ENGINEERING, INC.

LETTER OF INTEREST

March 25, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01); RFP 09-25-ENG

To the Selection Committee,

Civil/Site Engineering, Inc. is pleased to team with England-Thims & Miller, Inc. and provide inspection support on the City of New Smyrna Beach's Professional Services contract for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements project.

Established in 2004 Civil/Site Engineering, Inc. is represented by registered professional engineers and inspectors possessing extensive engineering and inspection experience. CSEI's inspectors bring experience in all facets of roadway inspection and can tailor our services to best meet our client's needs including field measurement/tracking of material quantities, verification of Contractor's QC reports, completing owner required documentation, verifying/signing Contractor's pay requests, and interfacing with the public. Civil/Site Engineering's inspectors have experience provided CEI services on a number of City and County projects including FDOT LAP Projects.

The Leadership of CSEI has been working with ETM for over 10 years and has a great working relationship. We look forward to working with ETM and the City of New Smyrna Beach on this contract and are available to answer any additional questions you may have.

Sincerely,

Andrea Jernigan-Gwinn, PE, President
Civil/Site Engineering, Inc.
1645 N. Maitland Avenue, Maitland, FL 32751
407.644.6570; ajgwinn@csei-fl.com

March 21, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01); RFP 09-25-ENG

To the Selection Committee,

MTN Resources is pleased to team with England-Thims & Miller, Inc. and provide CEI Monitoring of Federal Compliance Requirements (EEO, OJT, DBE, Davis Bacon) on the City of New Smyrna Beach's Professional Services contract for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements project.

MTN Resources is a 100% woman-owned, FDOT certified Disadvantaged Business Enterprise (DBE) firm. The team has been in business for 20 years specializing in the monitoring of Federal compliance requirements on Federally-funded transportation construction projects and performs work in FDOT Districts 1,2,3,4,5 and 7. Their highly experienced staff stands ready to monitor all federal and state compliance requirements including Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), Wages and Payrolls, and On-The-Job Training (OJT) in accordance with the FDOT Construction Contract Compliance Workbook and other prevailing federal rules and regulations.

Our firm's project experience ranges from very large to small projects (i.e., Orlando's $2 billion dollar P3 I4 Ultimate project, Sunrail, Pensacola Bay Bridge, to smaller LAP projects), as well as experience with multiple funding sources (including ARRA, TIGER, LAP, FDOT, FHWA, DEP, FRA, FTA).

We have been working with ETM for 5 years, and have a great working relationship. We look forward to working with ETM and the City of New Smyrna Beach on this contract and are available to answer any additional questions you may have.

Sincerely,
MTN Resources

Marla T. Nance

Marla T. Nance , President
308 N Orange St., New Smyrna Beach, FL 32168
407-616-6890
mnance@mtnresources.com

Tab 3

COMPANY HISTORY, COMPANY QUALIFICATIONS, CAPABILITIES, AND CAPACITY

3 COMPANY HISTORY, COMPANY QUALIFICATIONS, CAPABILITIES, AND CAPACITY



CORPORATE PROFILE AND HISTORY OF FIRM

ETM is a full-service engineering and consulting firm located in Central and Northeast Florida. When our founders established ETM in Jacksonville in 1977, they had a vision to raise the standard of service within the civil engineering industry. Doing what is best for the client became ETM's corporate identity and ultimately resulted in our competitive advantage. Our 48 years of commitment to high standards, coupled with our ability to generate technical solutions, empowered clients to respond with repeat business, allowing our company to grow and expand our services. As we grew, so did our clients and our reputation, and we became known for providing innovative, quality engineering services for a broad spectrum of infrastructure projects. Our firm maintains a staff of over 370 Florida-based professionals, 70 of which are within our CEI department, and our services encompass the entire life span of the project, beginning with planning and project strategy development, continuing with engineering design and environmental permitting, and culminating with construction inspection post-design services and asset management. ETM has the required expertise needed to meet the objectives of this contract and are dedicated to serving as the City of New Smyrna Beach's Trusted Advisors, Creating Community.

The majority of work for this contract will be done from both our local Ormond Beach office, as well as our corporate headquarters located in Jacksonville, Florida. We have additional offices throughout Florida located in Orlando, Gainesville, and DeLand.

ETM understands that the City is seeking a qualified and licensed consultant to provide CEI services which are required for contract administration, inspection, and materials sampling and testing for the construction of the projects in accordance with the design and contract documents and all FDOT and the City's standards and requirements under this roadway improvements contract. We stand ready to serve!

STRUCTURE

Founded in 1977, ETM is a privately-owned Florida corporation headquartered in Jacksonville. The ownership of the firm is dispersed among 33 shareholders. ETM's executive leadership team is comprised of a Chief Executive Officer, President, Chief Financial Officer, Chief Administrative Officer, and 7 Executive Vice Presidents. Each executive team member is responsible for managing a team of professionals and overseeing department resources, project schedules, and budgets.

ETM currently offers the following expertise:

- Construction, Engineering & Inspection (CEI)
- Traffic & Transportation Engineering
- Planning
- Development Consulting & Entitlements
- Geospatial Technologies
- ITS
- Placemaking & Landscape Architecture
- Program Management
- Site Design
- Surveying & Mapping
- Utility Design & Coordination
- SUE

Our CEI Department specifically provides the following services:

- Construction Management
- Project Representation
- Hybrid Inspection Services
- Construction Contract Administration
- Constructibility Reviews
- Bidding Support Services
- Inspection and System Testing of Paving, Drainage, Water, Sewer, Signalization, etc.
- Monitoring and Documentation
- Public Involvement
- ADA Compliance
- Geotechnical/Foundation Inspections
- Analyzing Critical Path Construction Schedules
- Roadway and Bridge Inspection
- Drainage Improvements
- Maintenance of Traffic Inspection
- Materials Sampling and Testing



LOCATION

ETM's local office is located at 1275 W. Granada Boulevard, Suite 6B, Ormond Beach, Florida 32174. We have additional offices located in Jacksonville, Orlando, DeLand, and Gainesville. All work under major work groups will be completed from our Ormond Beach office, with any additional support from our Jacksonville office. Additional resources are immediately available within any of our other Florida offices to provide the required support. The travel time from our office to New Smyrna Beach takes approximately 35 minutes.

RELEVANT PRACTICE AREAS EXPERIENCE

Our team has significant expertise providing specialized services that are applicable to the type of projects under this contract. Specifically, our project team's experience in the following areas ensures that projects of this type will be completed professionally and efficiently.

Preconstruction

This initial phase is crucial as it establishes a comprehensive roadmap for both the construction team and the client. During this stage, we meticulously outline the project's entire scope, detailing every aspect from design specifications to resource allocation. By discussing contract and plan details during this meeting, we set the project up for success and leave nothing for interpretation.

Owners Representation

At ETM, we prioritize our clients' needs and visibility at every stage of a project. We take great care to represent our clients with the utmost professionalism and integrity, ensuring their interests are always at the forefront and their brand and values are prominently showcased, reflecting their investment and importance in the project's success.

Submittal Review

We will evaluate all submittals for compliance with our clients' project specifications. Our process begins with a detailed review of all documentation, including drawings, material samples, product data, and test reports. We meticulously compare these submittals against the established project criteria to verify that they adhere to the specified quality, performance, and regulatory standards.

Closeout

Project closeout is the last major hurdle in the construction process, representing the culmination of months or even years of hard work and collaboration. During this critical phase, our team conducts comprehensive inspections and evaluations to verify that all work has been completed to the highest standards and in accordance with the project specifications and facilitate the preparation and submission of all necessary documentation.

NICHE SERVICES

In addition to our core services, our full-service firm specializes in the following niche service lines.

CEI

ETM has one of the largest CEI Departments in the State of Florida. We have provided a wide range of CEI services for both public and private sector projects including roadway and bridge inspection, drainage improvements, utility installations/coordination including trenchless technologies, residential & commercial developments, trails & parks, maintenance of traffic inspection, and landscape & irrigation.

Utility Engineering

With increasing population growth and aging infrastructure, municipalities face mounting pressure to ensure water quality and availability. ETM's team of utility experts brings unmatched expertise and proven project support to help municipalities meet their water, economic, and environmental goals with innovative, cost-effective solutions.

As a leader in utility engineering for over 40 years, ETM has designed over 200 pump stations and managed more than $500 million in water, sewer, and reuse utility projects. Our experts possess deep knowledge of reuse processes and are equipped to tackle both new and retrofit reuse challenges with confidence and efficiency.

Having successfully delivered thousands of utility-related projects, our experts provide a full spectrum of services, including water, sewer, and reuse master planning, engineering design, pipeline rehabilitation, and construction management. With their extensive experience and problem-solving expertise, ETM's team is prepared to deliver solutions for even the most complex utility challenges.

Pedestrian & Cyclist Safety

Our goal is to provide safe and reliable routes for multi-modal transportation users. We are experts in the design of sidewalks and shared-use paths that meet current ADA guidelines. Our designs will safely accommodate occasional/recreational cyclists as well as experienced riders who have distinctive needs that require different design criteria.

Landscape Architecture

Our landscape architecture specialists have built a strong reputation as experts in the design of public spaces including the development of parks and recreational facilities, transit planning, trail development, and land planning for private developments. We have overseen and guided many large-scale landscape and land planning projects, large scale landscape and hardscape projects, as well as roadway and smaller commercial projects. Our specialties include site planning, transit planning, trail design, landscape design, hardscape design, wayfinding plans, graphics, and project sustainability.

RELEVANT PROJECT EXPERIENCE

Below we have included a table of the relevant project experience that this project entails, as well as the specific experience that our proposed team has obtained over the years working on projects of similar size and scope to the Washington Street Roadway Improvements project.

		Project Team							
		M. Ruland	P. Garcia	C. Crossman	D.Kellum	J. Preskitt	C. Parra	G. Miller	L. Bramblett
Relevant Project Tasks	New Smyrna Beach Experience	•							
	FDOT Experience	•	•	•	•	•	•	•	•
	Roadway CEI Services	•	•	•	•	•	•	•	•
	Streetscaping	•	•					•	•
	Underground Utilities	•	•	•	•	•	•	•	•
	Roadway Improvements	•	•	•	•	•	•	•	•
	Intersection Improvements	•	•	•	•	•	•	•	•
	Watermain Inspection	•	•	•	•	•	•	•	•
	Permitting	•	•					•	•
	Public Coordination	•	•	•	•	•	•	•	•
	Drainage Improvements	•	•	•	•	•	•	•	•
	Intersection Safety	•	•	•	•	•	•	•	•
	Vehicular Safety	•	•	•	•	•	•	•	•
	Pedestrian Safety	•	•	•	•	•	•	•	•
	Sidewalks	•	•	•	•	•	•	•	•
	Landscaping	•	•						•



FDOT PREQUALIFICATIONS

ETM and our subconsultants are pre-qualified by the FDOT in the following professional services work categories, pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code. A complete submittal of FDOT letters from all of our subconsultants can be found in Section 11.

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 27, 2024

Christopher Wilkey, Chief Financial Officer
ENGLAND, THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Dear Mr. Wilkey:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0	Project Development and Environmental (PD&E) Studies
3.1	Minor Highway Design
3.2	Major Highway Design
3.3	Controlled Access Highway Design
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
7.1	Signing, Pavement Marking and Channelization
7.3	Signalization
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI
10.5.1	Major Bridge CEI - Concrete
10.5.2	Major Bridge CEI - Steel
13.4	Systems Planning
13.5	Subarea/Corridor Planning
13.6	Land Planning/Engineering
15.0	Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

		Team					
		ETM	ETM Surveying & Mapping, Inc. (ETM Survey)	ECS Florida, LLC (ECS)	PI Consulting, Inc. (PI)	Civil/Site Engineering, Inc. (CSEI)	MTN Resources, Inc. (MTN)
FDOT Prequalifications	8.1 - Control Surveying		•				
	8.2 - Design, Right-of-Way, & Construction Surveying		•				
	10.1 - Roadway CEI	•			•	•	
	10.3 - Construction Materials Inspection	•		•	•		



City of St. Augustine Downtown Improvements District

AWARDS AND ACCOMPLISHMENTS ON PREVIOUS SIMILAR PROJECTS

ETM has worked hard to earn our reputation as a firm that provides outstanding service and quality product delivery and this project will be no exception. A measurement of our firm's success is symbolized in the recognition we have received for similar projects through various awards from well-recognized industry associations. These awards embody the long-standing relationships and mutual respect that our team has fostered with Northeast Florida clients and contractors who recognize our staff as problem solvers, and work with us towards mutually beneficial award-winning project solutions.

ETM was ranked in the 2024 Top 500 Design Firms by the Engineering News Record and was recognized by The Jacksonville Business Journal 2024 Book of Lists as one of the Top 5 Engineering Firms, Best Places to Work, as well as, one of the Top 40 Private Companies in 2022.

Florida American Concrete Institute (ACI)

Significant Concrete Structure

- I-295/Heckscher Drive Interchange
- SR 9B Phase II System Interchange

American Council of Engineering Company (ACEC)

National Recognition Award

- Graham Swamp Trail and Pedestrian Trail Bridge over SR 100

American Council of Engineering Companies Florida (ACEC FL)

Engineering Excellence Awards; Statewide Grand Special Projects Award

- Graham Swamp Trail and Pedestrian Bridge over SR 100

Outstanding Bridge Award

- SR 15 (US 17) 4-Laning over Dunns Creek

American Public Works Assocation (APWA)

National Award for Historical and Restoration Project

- City of St. Augustine Downtown Improvements District

Project of the Year for Roads & Highways

- Graham Swamp Trail and Pedestrian Bridge over SR 100

Florida Planning & Zoning Association (FPZA)

Outstanding Public Study

- St. Johns County Sidewalk Asset Strategy

Florida Transportation Builders' Association (FTBA)

Best in Construction

- SR 50 from Hernando/Sumter County Line to East of CR 478A
- SR 21 (Blanding Boulevard) Resurfacing
- I-95/Old St. Augustine Road Interchange
- US 17/Doctor's Inlet Bridge Widening

Tab 4

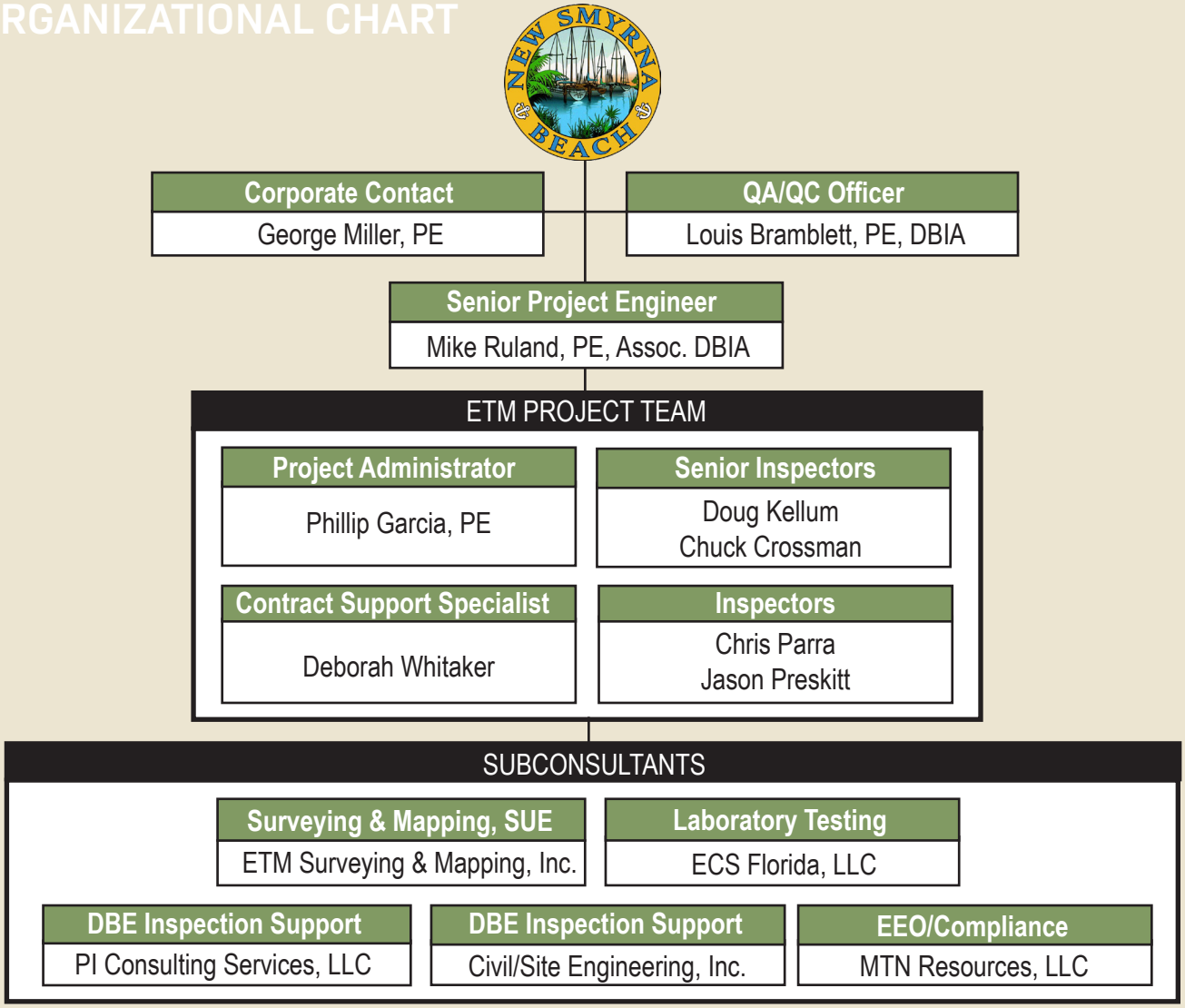
QUALIFICATIONS AND ABILITIES OF PROJECT TEAM

4 QUALIFICATIONS AND ABILITIES OF PROJECT TEAM

In response to the needs of this solicitation, we propose an experienced project team that is focused on the City of New Smyrna Beach goals and objectives, roadway improvements experience, extensive CEI expertise, and a unique understanding of how to deliver infrastructure. ETM's presence in the infrastructure community, as well as our 48 years of team-building relationships with the city, state, regulatory agencies, and utility companies has solidified our reputation in the engineering industry. We have assembled a team that's committed to technical excellence and achieving results. Our team brings experience, certified inspectors, strong problem-solving skills, and valuable local knowledge and connections.

Throughout the entire performance of this contract, we believe our quality of service, clear communication and professional representation is as important as the quality of the deliverable work products. The City of New Smyrna Beach will be well supported by ETM as a whole, as our professionals are the best in the industry. By being an industry thought leader, we consistently deliver a high-level of performance, reduce the potential for miscommunication and conflict, and promote greater efficiency by bringing people together to align goals and deliver the City's objectives.

ORGANIZATIONAL CHART



PROJECT TEAM

SUMMARY OF KEY PERSONNEL

Each of our key project team members has significant experience with roadway improvement projects.



Mike Ruland, PE, Assoc. DBIA
Senior Project Engineer

With 31 years of experience, Mr. Ruland is a trusted manager, practitioner and quality reviewer of major CEI projects across the state of Florida. He served as the FDOT Daytona Construction Resident Engineer for 10 years, where he provided construction oversight for several projects in the New Smyrna Beach city limits on US 1, SR 44, and both North and South Causeway bridges. He has extensive experience in construction project management, FDOT policies and procedures, construction inspection, roadway construction and maintenance, bridge construction and maintenance, traffic management, claims analysis, and construction scheduling. As Senior Project Engineer, Mr. Ruland has expertise in the New Smyrna area. In fact, Mr. Ruland currently lives approximately 15 minutes away from the project site, ensuring he can be onsite within a half hours notice. He will oversee the project schedule, budget, key personnel, subconsultants, and communication with the City, direct efforts, perform any administrative efforts as required, and serve as the City's primary point-of-contact.

Years of Experience: 31 | **Years with ETM:** 1
Education: BS, Civil Engineering, Clarkson University, 1993
Registrations: FL PE, No. 58160, DBIA, No. AS-2312
Certifications: (TIN: R45354270): QC Manager, ICS-100, ICS-200, ICS-700, AMOT, Stormwater Insp., Critical Structures
Similar Project Experience:

- SR A1A Resurfacing & Safety Improvements Milsap Road to SR 40 (Roadway Improvements, Safety Improvements)
- US 92 Drainage Improvements Emmet Street to North Charles Street (Drainage Improvements)
- SR 50 from SR 429 to East of West Oaks Mall (Roadway CEI Services, Underground Utilities, Roadway & Intersection & Drainage Improvements, Utility Upgrades, Intersection Safety)
- SR 15 (US 17) Reconstruction (Roadway CEI Services, Paving, Utility Relocation, Intersection & Drainage Improvements, Pedestrian & Intersection & Vehicular Safety)



Phillip Garcia, PE
Project Administrator

Mr. Garcia is a Project Engineer with extensive experience providing CEI services for a variety of clients including the FDOT, CSX, and local municipalities throughout the State of Florida. Mr. Garcia utilizes his skills to provide proactive project oversight, focused/detailed field documentation and quality control. His education and knowledge of engineering principles, specifications, and standards allows him to work both independently and/or in conjunction with the contractor/QC to obtain a high-quality product with the client's best interest in mind. As Project Administrator, Mr. Garcia has past urban complete street and roadway diet experience, and brings his ability to communicate with all team members and stakeholders effectively to provide the level of service the project demands.

Years of Experience: 13 | **Years with ETM:** 1
Education: BS, Civil Engineering, University of Florida, 2011
Registrations: FL PE, No. 86371
Certifications: (TIN: G62067788): Final Estimates 1&2, Earthwork 1 & 2, Asphalt Paving 2 & 2, QC Manager, ICS - 100, ICS - 200, Advanced TTC, OSHA 10 Hour, Auger Cast Pile, MSE Wall, Critical Structures, MSE Wall
Similar Project Experience:

- CEI Group 227 (Roadway Improvements, Roadway CEI Services, Underground Utilities, Roadway, Intersection, & Drainage Improvements, Utility Upgrades, Intersection Safety)
- 11th Street Improvements (Roadway Improvements, Utility, Safety, and Infrastructure Improvements)
- Biscayne Point Drainage Infrastructure Project (Drainage Improvements)
- Phase II Las Olas Boulevard Force Main (Roadway Improvements)
- 11th Street Utility Improvements (Drainage Improvements, Utility Installations)
- Convention Center Pump Station (Drainage Improvements)
- CEI Group 207 (Roadway Improvements)

PROJECT TEAM



Chuck Crossman
Senior Inspector

Mr. Crossman has extensive experience in survey, construction inspection, and independent quality assurance. His extensive experience with FDOT plans, specifications, policies, and procedures has helped cement his reputation as being more than just an exceptional Senior Inspector, keeping most project challenges at the field level. Mr. Crossman is well known and respected around FDOT D5 construction. He has managed projects from the field holding progress meetings, verifying quantities, and processing monthly invoices as well as the inspection duties required of his position. Mr. Crossman lives in New Smyrna Beach near the project, giving him valuable local insight and accessibility.

Years of Experience: 32 | **Years with ETM:** 7
Education: High School Diploma
Certifications: (TIN: C62514558): CTQP: Asphalt Paving 1 & 2, Concrete Spec., Earthwork 1 & 2, Drilled Shaft, Final Estimates 1 & 2, QC Manager, Field Tech 1, CTCI, Traffic Signal Insp., AMOT, Critical Structures, Stormwater Insp., Nuclear Guage/HAZMAT, Lane Closure System, Auger Cast Pile
Similar Project Experience:

- SR AIA; SR 5 to Flagler Road/Slope Protection (Roadway Improvements)
- SR 430 Complete Streets (Roadway CEI Services, Drainage Installations, Paving Overbuild, Landscaping Utility Work, Roadway Improvements, Landscaping, Public Coordination, Sidewalks, Intersection Improvements, Pedestrian Safety, Vehicular Safety)
- SR 15 (US 17) Reconstruction (Roadway CEI Services, Paving, Utility Relocation, Public Coordination, Intersection Improvements, Pedestrian Safety, Drainage Improvements, Intersection Safety, Vehicular Safety)
- Howland Boulevard (Roadway CEI Services, Stormwater & Roadway & Drainage Improvements, Utility Installations & Upgrades, Paving, Public Coordination, Vehicular Safety)



Doug Kellum
Senior Inspector

Mr. Kellum has served as Senior Inspector on several large projects and has extensive experience inspecting all aspects of bridge construction including sheet pile walls, MSE walls, noise walls, concrete placement, structural steel, post-tensioning, pre-cast and pre-stress concrete elements, and pile foundations. He is cross-trained and experienced to assist with road construction activities including asphalt paving, concrete paving, drainage, material sampling and testing, MOT, earthwork, sign structures, noise walls, utility relocation, ITS, and electrical lighting.

Years of Experience: 35 | **Years with ETM:** 7
Education: GED
Certifications: (FIN: K45017962): Asphalt Paving 1 & 2, Earthwork 1 & 2, Concrete Spec., Concrete Insp. 1 & 2, Final Estimates 1, Pile Driving, QC Manager, CTCI, Concrete Tech, PCC Paving Insp., PCC Grinding/ Joints, PCC Pavement, Bridge Safety Insp., High Visibility Garments, Micropile, CCTV, DMS, MVDS, RWIS, MFES, ICS-100, ICS-200, ICS-700, AMOT, MSE Wall, HAZMAT, CSX Worker, Auger Cast Pile, Critical Structures, Stormwater Insp.
Similar Project Experience:

- SR AIA; SR 5 to Flagler Road/Slope Protection (Roadway Improvements)
- Graham Swamp Trail & Pedestrian Bridge over SR 100 (Trails and Sidewalks)

PROJECT TEAM



Chris Parra
Inspector

Mr. Parra began his career as a QC inspector which has provided him with the foundation to excel in the CEI industry. He is a trusted inspector who prepares well for assigned tasks, is a go to for drilled shaft and bridge foundations and excels at providing the team comprehensive documentation of work activities. His construction inspection experience includes pile driving, drilled shafts, sheet pile, rebar, earthwork, gabion basket installation, paving, and concrete field testing. He utilizes his knowledge of materials to provide proactive project oversight, focused/detailed field documentation and quality assurance.

Years of Experience: 8 | **Years with ETM:** 3
Education: High School Diploma
Certifications: (TIN: P60011094): Asphalt Paving 1 & 2, Concrete Spec., Concrete Tech 1, Drilled Shaft, Earthwork 1 & 2, Final Estimate 1, Pile Driving, Field Testing Tech, CTCI, Traffic Signals 1, Auger Cast Pile, MSE Wall, ITS/CEI MVDS, ITS/CEI RWIS, ITS/CEI MFES, IMOT, Stormwater Insp., Nuclear Guage-HAZMAT, AWS Welding Insp., CAW Instructor (No. 19090032)
Similar Project Experience:

- Nolan Road Drainage Improvements (Drainage Improvements, Paving, Utility Improvements)
- Retreat Road Drainage Improvements (Drainage Improvements)
- Sand Lake Road Intersection Improvements (Roadway Improvements, Intersection Improvements, MOT, Drainage Improvements, Utility Improvements)
- Northwestern Avenue Bridge Replacement (Roadway Improvements, Utility Work, MOT, Drainage)



Jason Preskitt
Inspector

Mr. Preskitt has over 18 years of experience with an extensive material testing background that provides him with a solid foundation for performing CEI inspection services across the civil, commercial, and residential sectors. He has extensive experience in review of site specifications and drawings, laboratory testing of construction materials including soils, aggregates, and imported materials on various civil projects. Mr. Preskitt also resides in New Smyrna Beach, close to the project, providing him with valuable local knowledge and convenient access.

Years of Experience: 18 | **Years with ETM:** 1
Education: BA, Business Administration, Daytona State College, 2003
Certifications: (TIN# P62343782): Asphalt Paving 1 & 2, Concrete Field Inspector Spec 346, Earthwork 1 & 2, Final Estimates 1, AMOT, MSE Wall, Drilled Shaft, Nuclear Density Gauge, Traffic Signal Inspector, Technician 1, Field Testing Tech. 1, Stormwater and Erosion Control Inspector, Critical Structures, Nuclear Densometer Use and Transport
Similar Project Experience:

- SR 15 (US 17) Reconstruction (Roadway CEI Services, Paving, Asphalt, MOT, Public Involvement, Utility Relocation, Public Coordination, Intersection Improvements, Pedestrian Safety, Drainage Improvements, Intersection Safety, Vehicular Safety)
- CEI Group 227 (Roadway Improvements)

PROJECT TEAM



Deborah Whitaker
Contract Support Specialist

Ms. Whitaker has 20 years of experience in the roadway transportation industry and has worked on a wide variety of roadway and bridge projects. Her previous projects included a diverse mix of construction activities, contractors, and methods of construction, all have provided her the skills, knowledge, and ability to excel in the CSS role. She is an excellent communicator and knows what it takes both from the Contractor side and from our team of inspectors. She has leveraged her field experience in quality control, verification testing, and CEI to build her final estimates expertise. During her tenure, Ms. Whitaker has served as a Contract Support Specialist on many FDOT and local agency projects, processing more than 150 monthly estimates and 15 final estimates.

Years of Experience: 20 | **Years with ETM:** 20
Education: High School Diploma
Certifications: (TIN# W32616158): Final Estimates 1 & 2,, Stormwater Inspection, Critical Structures, MSE Wall, Radiation Safety Officer
Similar Project Experience:

- SR 430 Complete Streets (Roadway CEI Services, Drainage Installations, Paving Overbuild, Landscaping Utility Work, Roadway Improvements, Landscaping, Public Coordination, Sidewalks, Intersection Improvements, Pedestrian Safety, Vehicular Safety)
- Group 184 (Roadway Improvements, Projects in New Smyrna Beach)
- SR 50/Colonial Drive Econlockhatchee River Bridge Replacement (Roadway Improvements)
- Soldiers Creek Regional Stormwater Facility Improvements (Drainage Improvements, Utility Installation)



George Miller, PE
Principal-in-Charge

Mr. Miller boasts a distinguished, results-driven, career marked by strong leadership, proactive issue identification, and client-focused decision-making. With 28 years of experience, he has successfully grown, developed, and lead multiple teams in the successful management, administration, and inspection of transportation, and port construction projects. Originating his career as a Contractor managing large-scale transportation projects across three states, he brings a unique perspective to the projects and teams he works with, positioning the team and successfully identifying challenges while delivering successful outcomes and minimizing time and cost impacts. As Principal-in-Charge, Mr. Miller will support the team from the corporate level to ensure the team has the resources needed to successfully deliver the contract.

Years of Experience: 28 | **Years with ETM:** 3
Education: BS, Civil Engineering, MTU, 1999
Registrations: FL PE No. 62537
Certifications: (TIN: M46031675): Asphalt Paving 1 & 2, Earthwork 2, Final Estimate 1 & 2, QC Manager, PCC Pavement, PCC Grinding/Joints, PCC Paving Insp., CCTV, DMS, MFES, MVDS, RWIS, AMOT, HAZMAT, Stormwater Insp., MSE Wall, Auger Cast Pile, Critical Structures, ICS-100, 200, 300, 700, SSTC High-Strength Bolting
Similar Project Experience:

- Sand Lake Road Improvements (Roadway Improvements)
- SR 109 (University Boulevard) Drainage Improvements (Drainage Improvements)

PROJECT TEAM



Louis Bramblett, PE, DBIA
QA/QC Officer

Mr. Bramblett has an extensive background in heavy civil/transportation projects. With over 20 years of experience as a Senior Project Engineer, Mr. Bramblett has overseen the successful construction of a wide range of road and bridge projects for numerous private and public clients. As QA/QC Officer, Mr. Bramblett will assign reviewers for all work and confirm that QA/QC reviews are conducted prior to submittal.

Years of Experience: 37 | **Years with ETM:** 12
Education: BS, Civil Engineering, University of Florida, 1987
Registrations: FL PE, No. 45158
Certifications: (TIN: B65153063): Final Estimates 1 & 2, QC Manager, AMOT, ICS-100, ICS-200, ICS-700, ICS-800, Stormwater Inspector, Auger Cast Pile
Similar Project Experience:

- Poinciana Boulevard widening & Reconstruction (Roadway CEI Services, Paving, Drainage, Utility Installations)
- Howland Boulevard (Roadway CEI Services, Stormwater Improvements, Utility Installations, Paving, Roadway Improvements, Public Coordination, Utility Upgrades, Vehicular Safety, Drainage Improvements)
- SR 430 Complete Streets (Roadway CEI Services, Drainage Installations, Paving Overbuild, Landscaping Utility Work, Roadway Improvements, Landscaping, Public Coordination, Sidewalks, Intersection Improvements, Pedestrian Safety, Vehicular Safety)
- SR 15 (US 17) Reconstruction (Roadway CEI Services, Paving Utility Relocation, Public Coordination, Intersection Improvements, Pedestrian Safety, Drainage Improvements, Intersection Safety, Vehicular Safety)
- CR 46A Safety Improvements (Safety Improvments, Roadway Improvements)
- SR 430 Complete Streets (Complete Streets, Roadway Improvements)
- Hotel Plaza Boulevard (Roadway Improvements)

SUBCONSULTANT TEAM

ETM will perform the majority of the work with our inspection staff and utilize our subconsultant firms to support our resources, we have selected subconsultants with specific complementary expertise. ETM has teamed with each of these firms on previous projects and has fostered sound working relationships with each. We have the utmost confidence that our combined team will deliver great results to the City of New Smyrna Beach.

ETM Surveying & Mapping, Inc. (ETM Survey)
Surveying & Mapping, SUE
Years Worked with ETM: 40+

Address: 14775 Old St. Augustine Road, Jacksonville, Florida 32258
Phone: (904) 642-8550

ETM Survey is a professional surveying and mapping company that provides comprehensive services to both public and private sector clients throughout Florida. Today, through acquisition and merger, ETM Survey is an affiliate of ETM, a full-service professional services consultant. The acquisition of ETM Survey broadened the capabilities of both firms and resulted in a knowledge base of extensive historical resources, progressive technology, and a wealth of technical expertise. As an innovative land surveying firm, they provide a wide variety of services and solutions to our clients, including traditional land surveying, terrestrial surveying, subsurface utility engineering, and more.

Scott Graham, PSM
Surveying & Mapping

Mr. Graham specializes in right-of-way mapping, boundary surveying, sectional retracement, topographical surveys and route surveys for transportation facilities. His expertise and relationships built over the past 40 years with various FDOT Districts were instrumental with ETM Survey being selected by District 2 for a second Districtwide Surveying and Mapping Continuing Services Contract of which he is the Chief Surveyor and point-of-contact for the contract.

ECS Florida, LLC (ECS)
Laboratory Testing
Years Worked with ETM: 27

Address: 2330 South Nova Road, Suite A, South Daytona, Florida 32119
Phone: (386) 944-9588

ECS, founded over 30 years ago, has over 225 local employees and is fully equipped to get projects from conception through completion for both public and private sectors. ECS is a leader in geotechnical engineering and materials testing. For each client, they develop tailored geotechnical exploration programs in support of specific project goals. Their professionals are proven geotechnical value engineering experts with extensive experience in exploration, geotechnical laboratory testing, and geotechnical analysis. ETM & ECS have collaborated on hundreds of projects over the last 4 decades.

Hongthong Phanthavy
Laboratory Manager

Mr. Phanthavy is the Laboratory Manager for ECS. He manages the Geotechnical Soils and Construction Materials Laboratory. Mr. Phanthavy responsibilities includes inspection and quality control testing for commercial and industrial facilities, roads, bridges, highways, and infrastructure projects. He has experience in maintaining Quality Manuals such as equipment calibrations, training records and laboratory accreditation (AASHTO Resources, CCRL, AMRL, USACE and DOT).

PI Consulting Services, LLC (PI)
Inspection Support
Years Worked with ETM: 11

Address: 711 Ciara Creek Cove, Suite 1009,
Longwood, Florida 32750
Phone: (407) 491-0418

PI is an engineering consulting firm highly experienced in Construction Contract Administration and CEI including consulting from pre-construction through project closeout.

Ethan Lang
CEI Inspector

Mr. Lang has been working in construction industry throughout his career since 2019. He accomplishes tasks with meticulous attention to detail and minimal oversight, showcasing a strong work ethic and a proactive attitude towards assisting others. He also demonstrates unwavering reliability and a high level of responsibility as he performs his duties.

Civil/Site Engineering, Inc. (CSEI)
Inspection Support
Years Worked with ETM: 10+

Address: 1645 North Maitland Avenue, Maitland, Florida 32751
Phone: (407) 644-6570

Established in 2004, CSEI is represented by professional engineers and inspectors possessing extensive engineering and inspection experience. CSEI's staff brings experience in all facets of roadway and bridge inspection and can tailor our services to best meet our client's needs. Their project experience includes field measurement/tracking of material quantities, verification of Contractor's QC reports, completing owner required documentation, verifying/ signing Contractor's pay requests, and interfacing with the public.

Robert DeLorenzo
CEI Senior Inspector / ACSS

Mr. DeLorenzo brings over 10 years of diverse experience in the road construction industry. His integrity coupled with his experience make him a valuable team member. His experience includes inspection material sampling and testing, and record keeping for all aspects of earthwork, drainage, utilities, pavement resurfacing/reconstruction both concrete and asphalt, pedestrian poles/crosswalks installations, MOT, and erosion control.

MTN Resources, Inc. (MTN)
EEO/Compliance
Years Worked with ETM: 3+

Address: 308 North Orange Street, New Smyrna Beach, Florida 32168
Phone: (386) 402-8586

MTN is a woman-owned, FDOT certified DBE firm with extensive LAP experience. The team specializes in the monitoring of federal compliance requirements on federally-funded transportation construction projects. Their experienced staff stands ready to monitor all federal and state compliance requirements including equal employment opportunity, disadvantaged business enterprises, wages and payrolls, and on-the-job training in accordance with federal rules and regulations.

Amanda Longo
Resident Compliance Specialist

Ms. Longo is responsible for directly supporting the Project Administrator and Contract Support Specialist with progress meetings, monthly and final estimates, EEO compliance, change orders, data upload and submittal tracking. Additional responsibilities may include contract time tracking, PrC, Project Solve/EDMS, MAC.

Tab 5

EXPERIENCE

5 EXPERIENCE



ETM has proudly provided CEI services for a variety of local agencies for over 30 years, and has successfully undertaken many projects similar to the Oversight of the Washington Street Roadway Improvements Project. Our CEI department has grown into one of the largest groups in Florida and currently provides services for roadway and bridge construction, paving, drainage, water, sewer and reuse inspection, materials testing, construction contract administration and bidding, and monitoring and documentation for all phases of construction. As a result of our 48 years of experience providing professional engineering services to public agencies, we understand exactly what you expect - resource availability, technical excellence, and responsive service. Due to our extensive experience, our team has an unparalleled knowledge of infrastructure projects. We guarantee peak performance, technical mastery, and responsiveness - so the City can rest assured knowing their projects will run smoothly from start to finish.

We highlight relevant projects of similar scope on the following pages, demonstrate our competency and experience in the specified work areas as defined in the scope of services for this contract, and have included applicable reference information for each similar project. Our team has unparalleled skills and experience providing cost-effective solutions on infrastructure improvement projects throughout Florida.





CITY OF ST. AUGUSTINE
DOWNTOWN IMPROVEMENTS DISTRICT

St. Augustine, Florida

Client: City of St. Augustine
Contact: Reuben Franklin, PE
Contact Information: (904) 825-1040

Dates of Completion: 2024

Original Project Budget: $3.4 Million
Actual Project Budget: $3.5 Million

Project Description:
ETM was contracted by the City of St. Augustine to provide professional engineering services related to the refurbishment of streets in the downtown historic area in preparation for the City's 450th Commemoration Celebration. Efforts included a detailed design and engineering of roadways, water and sewer piping, stormwater/drainage, lighting, hardscapes, utilities, and construction inspection/coordination.

Phase 1 of this contract included Spanish Street, Hypolita Street, and Treasury Street. ETM was also responsible for the CEI services monitoring and inspecting the construction contracts to ensure that the projects are constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. For Phase 2, ETM was responsible for the design and permitting for the reconstruction of the three streets (Cuna Street, Tolomato Lane, and Spanish Street) and the associated utilities in the Downtown St. Augustine Historic District to match the newly adopted streetscape guidelines. This project included roadway CEI services, streetscape, and drainage design, underground utility design and coordination, signing, and temporary traffic control.

This project was awarded a 2016 National APWA Project of the Year Award for Historical Preservation and Restoration.

Key Project Elements:

- Roadway CEI Services
- Streetscape
- Underground Utilities
- Roadway Improvements
- Utility Upgrades
- Permitting
- Public Coordination
- Drainage Improvements
- Sidewalks
- Landscaping
- Intersection Safety
- Vehicular Safety
- Pedestrian Safety
- Intersection Improvements



CEI GROUP 138 - SR 50 FROM SR 429 TO EAST OF WEST OAKS MALL

Orange County, Florida

Client: FDOT District 5
Contact: Carlton Daley
Contact Information: (321) 319-8129

Dates of Completion: 2018

Original Project Budget: $37.6 Million
Actual Project Budget: $42.7 Million

Key Team Members and Roles:

- Mike Ruland, PE

Project Description:

Group 138 consists of the widening and reconstruction of approximately 2.5 miles of an existing 5-lane rural facility to a 6-lane divided urban section along SR 50 from SR 429 to East of the West Oaks Mall in Orange County. The project included the construction of two new 61'-wide by 251'-long bridges at Lake Bennett with 10 spans each, Florida I-36 beams with continuous CIP decks, 1.3'-thick cast-in-place slabs and 18" square pre-stressed concrete pile foundations, bridge structures (.047 miles) over Lake Bennett and installing roadway lighting, signalization, signing, and pavement markings, and drainage improvements. The project also involved utility relocation and improvements to the City of Ocoee wastewater collection, wastewater transmission, reclaimed water distribution, and water distribution systems.

Key Project Elements:

- Roadway CEI Services
- Underground Utilities
- Roadway Improvements
- Utility Upgrades
- Intersection Improvements
- Public Coordination
- Drainage Improvements
- Intersection Safety



SR 430 COMPLETE STREETS (MILLING AND RESURFACING

Volusia County, Florida

Client: FDOT District 5
Contact: Rick Coe
Contact Information: (386) 740-3490

Dates of Completion: 2022

Original Project Budget: $1.2 Million
Actual Project Budget: $1.4 Million

Key Team Members and Roles:

- Louis Bramblett, PE
- Chuck Crossman
- Deborah Whitaker

Project Description:
This project consisted of milling and resurfacing SR 430 between the bridge approach west of Halifax Avenue to SR A1A in Volusia County. Work included clearing and grubbing, concrete curb and gutter, sidewalks, milling and resurfacing, landscaping, roadway striping, highway signing, lighting, signal improvements, and the implementation of the innovative Zicla Curb for bicycle safety.

This project was nominated by FDOT District 5 for Florida Transportation Builders' Association's "Best in Construction." The project was completed on schedule, and the final CEI amount was more than $100,000 under the contracted budget.

Key Project Elements:

- Roadway CEI Services
- Drainage Installation
- Paving Overbuild
- Landscaping Utility Work
- Roadway Improvements
- Landscaping
- Public Coordination
- Sidewalks
- Intersection Improvements
- Pedestrian Safety
- Vehicular Safety





SR 15 (US 17) RECONSTRUCTION

DeLeon Springs, Florida

Client: FDOT District 5
Contact: Glenn Raney
Contact Information: (386) 740-3524

Dates of Completion: Ongoing

Original Project Budget: $15 Million
Actual Project Budget: $15.2 Million

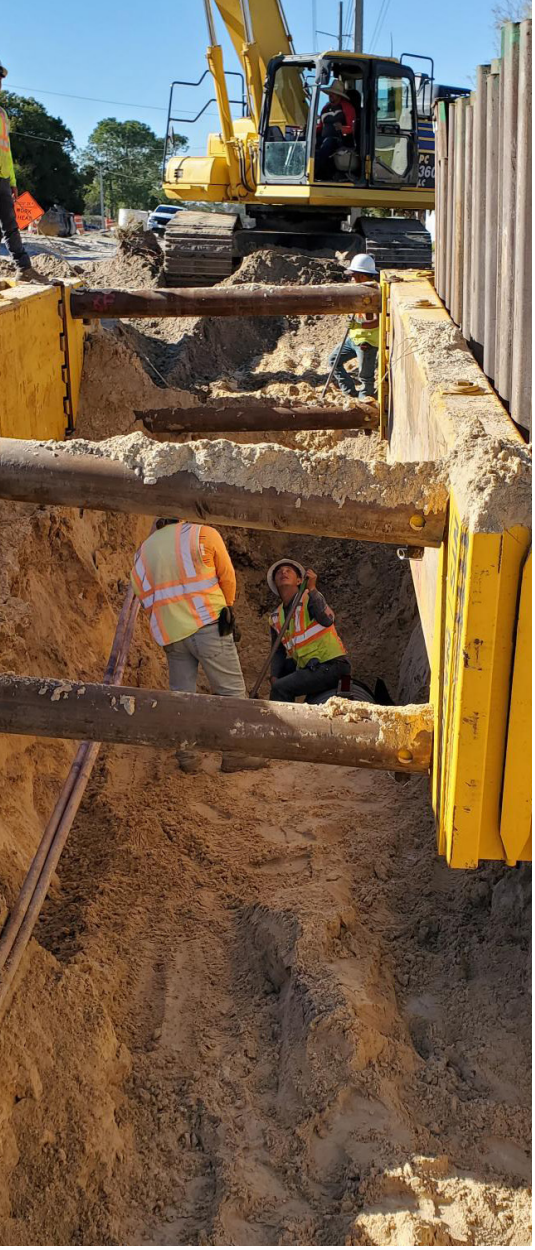
Key Team Members and Roles:

- Mike Ruland, PE, Associate DBIA
- Louis Bramblett, PE, DBIA
- Chuck Crossman
- Jason Preskitt

Project Description:
This project consisted of widening from two lanes to four lanes, a roundabout at the intersection of US 17 and Spring Garden Avenue signalizaing the US 17 intersection with Ponce De Leon Blvd and Baxter Street, 3 drainage ponds, a multi-use trail from Spring Garden Ave. to Lake Winona Rd and new entrance into the Department of Forestry on SR 15, from south of Spring Street to Lake Winona Rd approximately 1.9 miles. Construction consisted of 193,000 CY of excavation, 49,000 CY of embankment, 13,000 TN of asphalt, base, subgrade, erosion control, and phased MOT This roundabout project included federal funding which requires compliance tracking. It also includes 194,600 CY of excavation, 49,200 CY of embankment, 13,500 TN's of paving, 6,700 LF of pipe, and box culvert extensions. Construction involved detours, pedestrian MOT and the installation of a multi-use path.

Key Project Elements:

- Roadway CEI Services
- Paving Utility Relocation
- Public Coordination
- Intersection Improvements
- Pedestrian Safety
- Drainage Improvements
- Intersection Safety
- Vehicular Safety





HOWLAND BOULEVARD

Volusia County, Florida

Client: Volusia County
Contact: Wayne Jackson
Contact Information: (386) 736-2700

Dates of Completion: 2023

Original Project Budget: $13.2 Million
Actual Project Budget: $13.3 Million

Key Team Members and Roles:

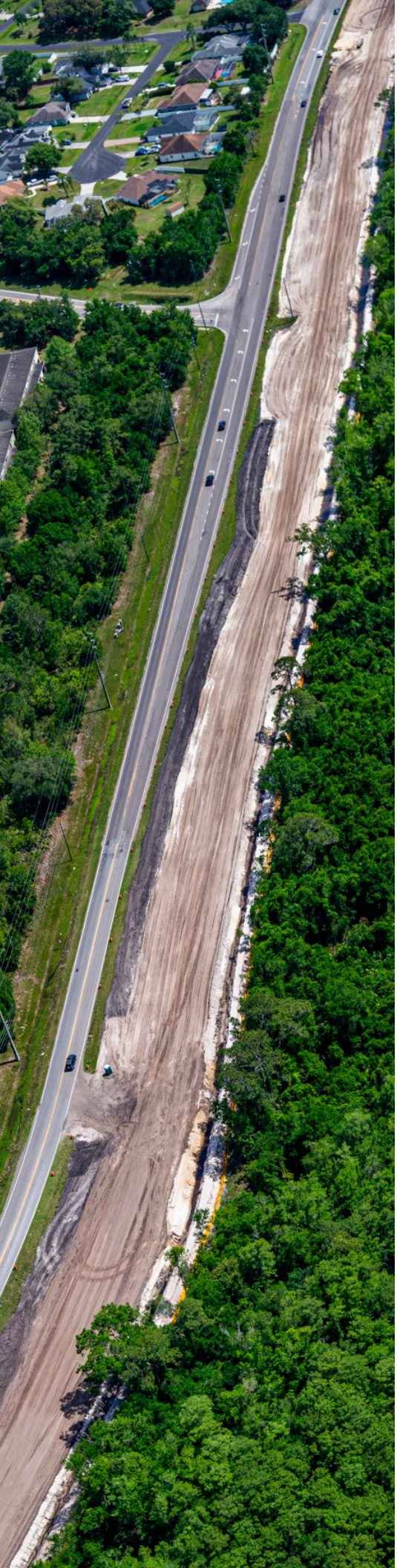
- Louis Bramblett, PE
- Chuck Crossman

Project Description:
ETM provided CEI services for the Howland Boulevard Widening project in Volusia County. Services for this project include contract administration, inspection, materials sampling, and testing coordination, all managed by field staff, which involved the widening from a 2-lane to 4-lane urban facility from Elkcam Boulevard to Providence Boulevard (approximately 2.2 miles). This project included the construction of stormwater ponds and closed drainage systems, a detour for the construction in the City of Debary and special shoring for the protection of the power poles. The project required Utility coordination with multiple agencies (The City of Debary, Florida Power, and Volusia County) and communication with the public to resolve property owner issues.

ETM returned over $160,000 in CEI fees back to the County.

Key Project Elements:

- Roadway CEI Services
- Stormwater Improvements
- Utility Installations
- Paving
- Roadway Improvements
- Public Coordination
- Utility Upgrades
- Vehicular Safety
- Drainage Improvements
- Intersection Improvements



POINCIANA BOULEVARD WIDENING AND RECONSTRUCTION

Osceola County, Florida

Client: Osceola County
Contact: Rene LaPorte
Contact Information: (321) 284-6889

Dates of Completion: Ongoing

Original Project Budget: $80 Million
Actual Project Budget: $81 Million

Key Team Members and Roles:

- Louis Bramblett, PE

Project Description:
This 6-mile widening, and reconstruction project converts a 2-lane rural roadway into a 4-lane divided facility with curb and gutter, bicycle lanes and 10' sidewalk along the current alignment. A 30" TOHO water line and 16" FM installation is included along the length of the corridor. This project provides a continuous 4-lane divided roadway from US 17/92 to Pleasant Hill Road, improving capacity in the area. The project will include signalization, lighting, stormwater ponds, and ITS components, in addition to roadway and drainage improvements.

Key Project Elements:

- Roadway CEI Services
- Paving
- Drainage
- Utility Installations
- Intersection Improvements



SR 200 RECONSTRUCTION

Jacksonville, Florida

Client: FDOT District 2
Contact: Jessica Tippett, PE
Contact Information: (904) 360-5504

Dates of Completion: 2021

Original Project Budget: $26.3 Million
Actual Project Budget: $26.5 Million

Project Description:
This project scope includes the reconstruction of 5.5 miles of 4-lane rural to a 6-lane urban arterial roadway including the replacement of the mainline bridges over Lofton Creek. The conversion to a curb and gutter section requires a higher profile grade line in order to capture and convey drainage to 9 ponds. The main drainage trunk line will run on the north side. Other incidental work on this project includes box culvert extensions, 28 new mast arms/drilled shafts supported 9 interconnected signalized intersections actuated by advanced traffic loops and video detection, and two 790' directional drill at Lofton Creek to replace both the water and sewer mains that are currently attached to the existing bridges.

Key Project Elements:

- Roadway CEI Services
- Utility Improvements
- Paving
- Public Coordination
- Pedestrian Improvements
- Roadway Improvements
- Intersection Improvements
- Vehicular Safety
- Intersection Safety
- Drainage Improvements

Tab 6

PROJECT PLAN

6 PROJECT PLAN



PROJECT UNDERSTANDING/ INTENDED APPROACH

ETM has thoroughly reviewed the information provided by the City of New Smyrna Beach for this Request for Proposal (RFP 09-25-ENG). ETM understands that the City is looking for a qualified firm with the experience to provide "full-service" Construction Engineering & Inspection (CEI) services to ensure the project is constructed safely, and in accordance with the Contract Documents. The CEI will provide watermain inspection for the project and the electrical inspection will be provided by the City of New Smyrna Beach Utility Commission (NSBU) internal staff. The project (FPN: 447711-1-54-01) will be partially funded through the Florida Department of Transportation (FDOT). The RFP scope states the project involves renovating a section of Washington Street being a two-lane collector roadway between North Dixie Highway and Riverside Drive for approximately 1,766 LF. The improvements include roadway resurfacing, drainage and storm sewers, 7' wide sidewalks, signage & striping, lighting, landscaping, streetscape items, and replacing NSBU water main along with all corresponding services.

This project has four primary traffic control phases as follows:

Phase I: Closes the north side of Washington Street to place local eastbound traffic and pedestrians on the south side of the road, while westbound traffic is detoured to Wayne Avenue. Construction on the north side of the road consists of underground utility work, drainage improvements, driveways, and sidewalks. Work is to be phased to maintain access to existing properties and side streets. Side street closures require detours to the next adjoining side street and will require detailed public involvement. Underground electric installation from US 1 to Riverside Drive must be complete prior to commencing Phase II construction.

Phase II: Closes the south side of Washington Street to place local eastbound traffic and pedestrians on the north side of the road, while westbound traffic continues being detoured to Wayne Avenue. Construction on the south side of the road consists of underground utility work, drainage improvements, driveways, and sidewalks. Work is to be phased to maintain access to existing properties and side streets. Side street closures require detours to the next adjoining side street and will require detailed public involvement. Overhead utilities and poles are to be removed in this phase. New watermain is installed and must be certified prior to abandoning or removing the existing watermain. Milling and resurfacing along with overbuild placement and widening are to be completed prior to Phase III.

Phase III: Completes the remaining milling and resurfacing operations along with final pavement striping throughout the worksite.

Phase IV: Installs lighting, irrigation, and landscaping on Washington Street.

ALLOCATION OF ADMINISTRATIVE AND INSPECTION PERSONNEL

ETM will provide the City of New Smyrna Beach with a seasoned CEI team and a vast pool of local resources with FDOT and Local Agency experience on reconstruction projects that understands the City's requirements. Each of our team members have an immense level of CEI knowledge, experience with road construction, closures, detours, utility relocation, concrete, asphalt, and adherence to ADA requirements. Because of our team's collective expertise, ETM is prepared to handle all aspects of this project, and the City of New Smyrna Beach can be confident we will help deliver the highest quality project.ETM is committed to providing the highest trained inspection team to the City of New Smyrna Beach. We support an extensive qualifications process for all CEI personnel and encourage our inspection staff to acquire all available training. ETM requires certifications and qualifications to support all aspects of construction such as asphalt, earthwork, concrete, bridge piling, drilled shafts, temporary traffic control (ATSSA), erosion control (FDEP), signalization (IMSA), Maintenance of Traffic (MOT), final estimates, and other industry construction disciplines. Below, we have included our proposed team for this project that will be committed to the City throughout the life of the project.

Mike Ruland, PE, Asst. DBIA: Mike will lead the ETM team as the CEI Senior Project Engineer, bringing extensive industry knowledge, past City of New Smyrna Beach experience, and relationships critical to delivering this project for the City. Mike was the FDOT Daytona Construction Resident Engineer for 10 years prior to the office's relocation to DeLand in 2014. During that time, he provided construction oversight for several projects in the New Smyrna Beach city limits on US 1, SR 44, and both North and South Causeway bridges. His valuable local knowledge and experience gained from working on many projects, including Local Agency Projects (LAP), CEI contracts with FDOT District 5, and various other clients in the area will prove to be invaluable to the City of New Smyrna Beach on this contract. He understands the issues that challenge local agencies and can help navigate the requirements to successfully deliver a project for the City of New Smyrna Beach.

Phillip Garcia, PE: Phillip will serve as Project Administrator, responsible for field operations of Senior Inspectors and Inspectors. He has more than 13 years of experience in construction, inspection, utility installation, administration, and project management of roadway projects. He is versed in managing similar neighborhood improvement projects for numerous cities/ municipalities near the coast including the Cities of Miami Beach and Fort Lauderdale. He understands the utility coordination efforts needed and the complex construction challenges in residential and business districts. Phillip anticipates needs and spends time in the field. Paired with his ability to communicate with all team members and stakeholders effectively, he will lead the team efficiently and effectively to provide the level of service that this project demands.

Chuck Crossman: Chuck will serve as Senior inspector, and is knowledgeable, reliable, and takes ownership of a project. He has over 32 years of inspection experience which enables him to proactively handle project issues in the field and keep the team informed of issues and the project's progress. **Doug Kellum:** Doug will serve as an additional Senior Inspector if needed and brings a wealth of knowledge and experience with construction projects with his 35 years of experience.

Jason Preskitt and Chris Parra: Jason and Chris will serve as Inspectors, where they will perform field testing as required by the construction contract.

George Miller, PE: George will serve as Principal-in-Charge providing corporate support and ensuring resources are best utilized on this contract.

Louis Bramblett, PE, DBIA: Louis will support the team in a QA/QC corporate role.

Subconsultants

Supplemental inspection support will be provided by our subconsultants CSEI (DBE), and PI (DBE) as needed. ECS will provide verification lab testing for materials, geotechnical support, and asphalt plant testing as needed. MTN (DBE Firm), located in New Smyrna Beach, will provide EEO/Compliance services if needed.

Our team has the City of New Smyrna Beach experience and represents the City's best interests with a passion for providing the best product for you.

OVERALL PROJECT APPROACH

Effective Communication

The ETM team operates as team builders, problem solvers, and excellent communicators. These professional attributes personify our team and, as a result, will bring added value to the City of New Smyrna Beach. We strive to implement and improve our communication every day, which is accomplished through partnering. Working alongside the Contractor, we never lose sight of details such as Traffic Control Plan (TCP) reviews, erosion control, safety, and public relations. We believe the Contractor's challenges are our challenges, and we aspire to work with the Contractor in a spirit of cooperation, not against them. This approach has produced outstanding results and high-quality projects completed within contract time and budget.

Pre-Construction Phase

Important items of execution are as follows:

- **Constructability Reviews:** ETM's goal is to always reduce the client's exposure to cost increases. Performing constructability reviews is a proactive and efficient way to limit cost and time overruns. By handling potential "constructability" issues up front, prior to construction (ideally before bid), we can help limit potential cost increases during construction. Constructability reviews are conducted by seasoned professionals that include Mike Ruland, PE, Assoc. DBIA and Phillip Garcia, PE. Additional staff members who possess the appropriate level of expertise may also be utilized to address potential issues which could cause an increased project duration and cost. Our senior management has historically provided valuable contract language suggestions to help better accomplish the client's goals. We are skilled at, and if needed can assist in evaluating fee proposals from soliciting contractors.
- **Pre-Construction Survey:** Assigned field inspection staff will conduct extensive preconstruction survey tasks (photographic, video, field measurements, etc.) of existing conditions including special assessments of private improvements within public right-of-way (residential, business/commercial, etc.) as well as existing utilities. This process is critical for the protection of existing infrastructure and any private property within the project limits. Any damage to existing structures or private property during construction will be documented. This effort will better prepare the Contractor to repair any damage occurring during the construction phase and can protect the City of New Smyrna Beach from incurring any costs created by the Contractor's work. Failure to repair damaged infrastructure or private property will result in delaying the processing of the Contractor's monthly estimate until the repairs have begun. This work zone involves numerous private and publicly owned parcels which will require additional attention during all stages of the project.
- **Submittal Matrix:** ETM will review the Contractor's matrix of expected submittals for schedules, QC Plans, certifications, shop drawings, etc. (based on the City of New Smyrna Beach and FDOT District 5 special project requirements). Any missing items will be brought to the Contractor's attention for action.
- **Pre-Work Meetings:** We will schedule and administer Pre-Construction, Pre-Utility and Pre-Paving Meetings in coordination with the City's Project Manager. These meetings are important to establish expectations and identify a complete understanding of the Contractor's process.
- **Meeting with Stakeholders:** With the City's concurrence, prior to construction, ETM staff will meet with key stakeholders to discuss the project's work effort and its effect on individual properties. We have found that once a stakeholder's concerns are identified, the team can better manage their expectations and reduce complaints during construction. Stakeholder meetings also serve to provide the local citizens with a friendly ETM face they can interact with throughout the project's life cycle.
- **Protecting the Budget and Mitigating Overruns:** Familiarity with project plans and specifications is fundamental to managing the construction budget. Our team provides reviews which enable them to foresee potential challenges before they occur and provide solutions to reduce extra costs. During this review, our team looks for savings in both time and money. We understand unforeseen challenges occur on projects which can affect the budget. We have a proven history of presenting our clients with creative budget alternatives.

- **Schedule Reviews:** A method we use to mitigate time over runs is to have the Contractor establish a well-prepared baseline schedule. This provides a platform for the Contractor and the CEI to really think through the construction efforts, durations, logic, identify efficiencies and potential challenges. On a monthly basis, ETM will review and analyze the schedule updates for activities that are losing float and have the Contractor develop a plan to avoid further slippage of float. At weekly progress meetings, the Contractor's projected work plan is compared against the schedule to monitor activities on the critical path are being worked on each week.
- **Contractor's Quality Control Plan:** Prior to the start of any work-related elements, we will require the Contractor to submit a QC plan for review and acceptance. We will review the plan and submit a checklist to the Contractor that shows what was accepted and what needs to be resolved. After the necessary elements have been accepted, the Contractor is allowed to set up erosion control, mobilize to the site for clearing and grubbing, and begin construction. During this time, we will prepare the materials log, document the installed elements, and show project progress on a working set of plans.

Construction Phase

During normal construction operations, important items of focus are as follows:

- **Meetings:** As approved by the City, we will schedule, coordinate, and attend project meetings such as kickoff, community, preconstruction, utility and other coordination meetings as needed to discuss the project. We will coordinate with the Contractor on their regular weekly or bi-weekly meetings and review, with contractor management, key aspects of construction. These include problem-solving steps, responsible escalation, public safety, required notifications, coordination of QC and verification testing personnel, MOT and Erosion Control, and the correction of nonconformities. Meeting minutes will be provided to summarize discussions. ETM will hold weekly progress meetings until such a time that it is acceptable to reduce the frequency of meetings and maintain proper project progress. Items discussed in the meeting include, but are not limited to, project time and money to date, safety, MOT, utilities, submittal tracking, RFI status, schedule, two week look ahead schedule, environmental permitting, materials, invoicing, and action items. During these meetings, the Contractor will submit their controlling items of work, MOT reports, two week look ahead schedule, and SWPPP reports. ETM will compile the minutes and will submit a meeting package with the attendance and delivered documents.
- **Utility Coordination:** A utility company can negatively impact a project with delays and unnecessary costs if issues are not consistently addressed upfront. The traffic control phasing puts a critical restraint on advancing from Phase I to Phase II with the underground electric installation from US 1 to Riverside Drive. As with any reconstruction project in an established urban area, additional unforeseen conflicts (active or abandoned) are highly likely. We will contact the utilities within the corridor as soon as we start the contract to verify their contact information is correct and confirm additional conflicts have not arisen since plan development. Once the pre-construction meeting is scheduled, we will invite them to the meeting. If significant utility coordination is required, a separate meeting will be held to discuss the schedule, details, and communication plan for the project. Our inspection staff will monitor and track all utility efforts on the project and provide insight, identifying potential issues and solutions in the field. ETM has expert utility coordinators on staff and who are available to assist if the situation should arise.

Public Information

Our team is experienced in handling all project-related public concerns at the project level. ETM has acted as the Public Information Officer on past projects and has assembled a set of tools that places our team apart from others. The City of New Smyrna Beach can be confident that all adjacent property owners' concerns will be tracked and resolved to the best of our ability. On past projects, our teams have organized and hosted town hall meetings for stakeholders on behalf of our clients. On projects where multiple property owners and businesses were affected, our team created and maintained a database to track and document concerns from stakeholders located within project limits, as well as hand-delivered fliers to every homeowner and business in proximity of the project.

Project Safety

Safety is a significant part of every project for both on-site personnel and the public. ETM strives to make sure all safety procedures outlined in the contract are followed. Our safety goal is that there are no accidents or injuries to the workers, or the public associated with the project. It is the goal of everyone involved with the project to make certain that the workday is completed without incident. This can be accomplished by focusing on safety first in all communications and actions. Personal protection equipment, traffic control devices, trench safety, and regular safety meetings are some of our many necessary safety measures.

We will also discuss safety and MOT at the beginning of all progress meetings, including the Contractor's safety topic, and any potential issues that are foreseen. We will ensure that all lane closure restrictions are strictly upheld, and proper equipment is utilized for personal safety. Our inspection staff is trained to review daily operations with a focus on answering the questions: "Is it safe?;" "Are vehicles parked to not cause sight issues?;" "Is the operation too close to the travel way?;" and "Are there drop-offs or other potentially unsafe conditions?"

- **Scheduling:** A key submittal will be a Critical Path Method (CPM) Schedule. We will review the schedule and check standard items such as construction activity logic, activity durations, lead times, special events, other items and for completion of pay items prior to Substantial Completion within 30 days for punch list and final completion. The utilization of P6 may not be required, but we encourage the Contractor to utilize this program, as it is an industry standard and allows us to help analyze the schedule and its corresponding updates to assist the Contractor with contract time management.
- **Monthly Estimates:** ETM will verify the Contractor's work as compared to the daily construction reports to properly align payment requests with as built work. Our goal is to provide accurate and timely payment to the Contractor. The estimate submittal will include the necessary certifications, disbursement to subcontractors, and DBE tracking percentages. This step assists with managing the budget as well as keeping an eye on potential cost (pay item) over runs. We will apply a good level of scrutiny to ensure proper stewardship of the City's funds. This information will be used to verify the Contractor's monthly quantities.

  The invoice package must include the application for payment, the contractor's signed and notarized affidavit, the name and address of the subcontractors and suppliers who performed the work or provided supplies or materials during the time period reflected on the application, an updated monthly progress schedule that includes cash flow projections, partial lien releases, a schedule of values, and a Change Order summary (if change Orders have been executed). We will review the Contractor's as-built plans for elements completed, field changes, and items discovered during construction. After the first application for payment, the Contractor shall include an affidavit stating that all previous progress payments received on account of the work have been applied to discharge the Contractor's obligations and to pay in full (less retainage) all amounts owed to its subcontractors and suppliers reflected in prior to applications for payment.

  ETM will review the package, prepare the cover letter, and submit the package to the City's Project Manager for authorization of processing. The updated schedule will be reviewed for progress, float, and percentage complete. We will compare the update with the previously submitted schedule to determine changes in logic, duration, and critical path trends, and we will identify any issues that could impact the Contractor's ability to meet the substantial completion date.

  As materials are delivered, installed, tested, or verified for use, we will utilize the materials log to keep track of these elements, the method of acceptance, and the location of the documents associated with that acceptance. As the project nears substantial completion, our team will discuss project closeout with the contractor and the potential liquidated damages associated with not meeting this contract milestone. Once achieved, we put together an extensive punch list and utilize Bluebeam to show the Contractor what is deficient and where it is located so there are no misunderstandings.

- **Contractor Initiated Change Orders:** Our goal is to complete a project with no change orders, however, this is sometimes an unrealistic expectation with the competitive bid process and today's evolving marketplace. If a change order is required, we are familiar with the review and documentation process to provide independent engineering analysis reports to meet the City's needs. Our team will assist the City in negotiating the best time and money agreement with the Contractor and will prepare a change order with the appropriate backup material. The City's issue escalation process may need to be utilized in the event of an unresolved Contractor's claim.
- **Punch List:** During construction, ETM field staff will maintain a deficiency list by documenting Contract nonconformities. This list will be discussed with the Contractor on a weekly basis or sooner if safety related and shared electronically with the project's management team. Based on our experience, we know this process saves time at the end of a project because as the project progresses, the Contractor is always aware of what needs to be addressed and makes the corrections on a timely basis. The punch list should not be the Contractor's first notice of deficient work, and we strive to partner with the Contractor throughout the project without a "gotcha" inspection approach. No one on the team benefits from rework.
- **Cost Control:** ETM will adjust staffing according to the Contractor's work effort as one method of cost control. If there are changes in construction scope or unforeseen conditions, ETM will strive to find ways to mitigate the condition within the contract budget to help reduce or eliminate the extra costs.

Project Inspection Procedures

- **Daily Inspection:** We will conduct daily inspections to monitor the Contractor's efforts to safely deliver a quality product that follows the contract documents for specification compliance and payment. More importantly, our inspection efforts proactively identify and address issues as quickly as possible, minimizing the potential for added contract time or money. We communicate with the Contractor as soon as possible to resolve issues at the lowest possible level.
- **End of Work Shift Inspections:** At the end of each work shift, before leaving the job site, the inspection staff will inspect the project for any damage to existing infrastructure or private property within the project limits, along with inspecting the MOT. This will allow the inspection staff to document any changes during the non-working hours. If night work is required, the final inspection will be conducted before the traveling public has access to the project site.
- **Documentation:** ETM is proud to be an industry leader in providing the highest quality project to our clients. Our team is highly skilled in project documentation and has successfully mitigated time extension and budget increases. We start every project with preconstruction videos, ground pictures, and utilize our drone technology, which allows us to take aerial photographs and videos. Not only do we have extensive experience with preconstruction documentation, but our team is well versed in construction documentation ranging from utilizing Bluebeam to track quantities, generating as-builts, and more. Our team is highly experienced with document controls, including submittal tracking, RFI tracking, progress meeting recording and minutes, daily inspection reports, asphalt reports, concrete reports, contract tracking and recording, density logbook tracking, and many other project requirements.
- **Example of Daily Work Report/Log:** A sample of our daily report log for documenting work and communicating with the City, Contractor, permitting agencies, and others associated with the project is shown in **Appendix A**. Issue specific correspondence will be handled individually on a case-by-case basis with email or documentation on letterhead as warranted to provide timely action and response.
- **Quality Control Procedures/Checklists:** ETM models our inspection procedures to be in compliance with FDOT's QA/QC process and modify it to meet specific project requirements as applicable. We have developed specific guidelines for our inspection teams for the most common scenarios they will encounter, and an example of these 62 specific checklists are shown in **Appendix B.**



PROJECT SPECIFIC PLAN FOR WASHINGTON STREET PROJECT

- **Construction Materials:**
  - Utilize ETM's base course, curb/sidewalk, embankment construction, and geotechnical testing checklists.
  - Confirm Contractor submits an acceptable Quality Control Plan prior to commencement of work.
  - Validate the Contractor samples and tests materials in accordance with the contract specifications.
  - Approve work is constructed to the lines/grades in the plans.
  - Verify failing samples are addressed by removing/replacing deficient materials or engineering analyses are performed by the Contractor's specialty engineer.
- **Roadway & Drainage Stormwater Management:** Utilize ETM's storm/sanitary sewer, storm drain, and stormwater management checklists; verify the contract environmental permitting requirements are met pre and post construction; verify storm water facilities are built in accordance with the contract plans and specifications; verify as-builts and permit closeout documentation are satisfactorily completed.
- **Signage & Striping:** Utilize ETM's striping & sign checklist, verify the Contractor installs work in accordance with the contract striping & signage plans and FDOT standard plans; verify striping meets specification reflectivity requirements.
- **Maintenance of Traffic:** Utilize ETM's maintenance of traffic checklist; verify work is following the contract temporary traffic control plans and project specifications, clear zone & drop off requirements meet FDOT Standard plan 600 requirements; pedestrian & residential/business access are maintained; and the public is informed of upcoming work in advance of operations.
- **Utilities:** Utilize ETM's electric/ATT/CATV and underground electric, gravity sewer main installation, irrigation, pressure test, water main installation checklists for inspection of the Contractor's water and sanitary sewer construction operations; observe and document the city's installation efforts for underground electric installation as it is a critical path item; anticipate and assist in the coordination of any unforeseen utility conflicts.

Post Construction Phase

The greatest value we bring in this phase is that we always keep the end in mind throughout the entire construction process. Examples of our efforts are included below.

- **Project Close-out:** Final documentation is one of the last milestones in a project's life cycle. ETM has completed countless projects for FDOT District 5, District 5 LAP projects, various counties and private sector clients. Being FDOT funded, we will follow FDOT's Chapter 14 of the Review and Administration Manual as warranted along with any specific city requirements.
- **Final Estimate:** Final agreement on quantities and compilation of dailies and monthly estimates will be performed prior to finalizing the project and recommending approval by the City.
- **As-Builts:** We will compare the Contractor's submitted as-built plans against our maintained documents for concurrence and accuracy.
- **Permit Close-Out:** We will verify the Contractor's compliance with permit and require the submittal of the Notice of Termination and other appropriate closeout documentation.
- **Value Added:** ETM has assisted clients with preparing award-winning, completed- project slide shows for presentation to City Officials and the public. This is a great way of showcasing the final work product.



QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROCEDURES

ETM's goal is to always reduce the client's exposure to cost increases. We do this by adhering to a strict Quality Review Process. One key component of this process is through constructability reviews. Performing constructability reviews is a proactive and efficient way to limit cost and time overruns. By handling potential issues prior to construction, we can limit potential cost escalation during construction. Constructability reviews are conducted by seasoned professionals that include Mike Ruland, PE, Assoc. DBIA, Phillip Garcia, PE, and Louis Bramblett, PE, DBIA, and specifically identified staff members with the appropriate level of expertise to address potential issues that can and/or may cause increased project duration and cost. Our senior management has historically provided valuable contract language suggestions that better accomplish the goals of our clients and will assist in evaluating fee proposals from soliciting Contractors, if needed.

ETM has an internal QA/QC process where our team is evaluated by another ETM expert. Project records are reviewed for completeness and "ETM Standards". Each subconsultant is also required to provide their internal QA/QC process, ensuring that each member on our team is required to adhere to a quality assurance plan throughout the life of this contract. Internal QA/QC is one of our core values and is articulated by leadership and emphasized every day. Our team approaches each project with a focus on upholding our commitment to quality. ETM uses the QA/QC process to improve upon what has already been completed on the project and, in doing so, raises the bar for the following QA reviews. Our Quality Assurance Plan is tailored to the processes required by our contract and is openly applied to everything we do, whether it be inspection, survey, or design scope of services. Quality Assurance efforts include ensuring inspection personnel attend required weekly and monthly meetings, ensuring CEI staff provide Local Agency personnel with updates on the progress of the work, as well as anticipated time and cost changes, and ensuring all personnel are equipped with the tools needed to perform their duties, and first-hand knowledge of roadway construction. Under this contract, periodic reviews will be conducted under the supervision of our QA/QC Officer, Louis Bramblett, PE, DBIA.









PROJECT DIFFICULTIES/CRITICAL PROJECT ELEMENTS

After reviewing the plans, we have identified the following critical elements:

- **Maintenance of Traffic (MOT):** This will be an ongoing activity throughout the life of the project. With four primary construction phases, MOT will be a critical inspection item. Compliance with the planned detours will be monitored and our team is trained to consider all scenarios in which the traveling public must traverse through the construction zone and consider this a critical inspection item that could impact the staff, workers, and the public. Our team's goal is to get everyone home safely. ETM handles MOT differently than other inspection items and has generated our own inspection criteria in addition to FDOT requirements.
- **Pedestrian MOT and Special Events:** During special events this area has a heavy influx of vehicles, motorcycle and pedestrian traffic. The Rolex 24-hour race, Daytona 500, Bike week, Spring Break, Rockville, Jeep Beach, Coke Zero 400, Biketoberfest, are just some of the special event periods for the New Smyrna Beach area. There are also numerous special events throughout the year on Canal Street and by the Flagler Beach Business Association near the project. Our team has experience with pedestrian MOT from a wide array of projects, all of which included pedestrian detours and an extensive pedestrian TCP. Through our past project experiences, we have learned what to look for and are aware that contractors often forget that any pedestrian MOT must adhere to ADA requirements.
- **Residential and Business Access:** Plan sheet C7.0 has the general expectations to maintain access to all properties during temporary closures for all construction activities and for the Contractor to coordinate temporary closures with the City, property owners, and area residents. We expect the need to further coordinate with specific residences and businesses along the project corridor on a case by case basis, so their individual needs are fully addressed during the life of the construction phases. Phases I and II will be the most challenging until underground work has been completed.
- **ADA Compliance:** All new sidewalks and crosswalks need to adhere to the ADA standards. Therefore, it is critical to ensure that sidewalks, handicap ramps, roadway cross slopes, and crosswalks will comply with minimum/maximum cross slope and geometric parameters for ADA work elements. The ETM team will have smart levels and the ADA standards in-hand while working with field crews to ensure compliance.
- **Archaeological Sites:** The project limits fall within the Old Fort Mound and Old King's Road archaeological district (8V00105) and unmarked historic district (8VO00255). Excavations and ground disturbing activities will need to be monitored by a secretary of the interior (SOI) qualified archaeological person. All prehistorical burials in the vicinity of the archaeological (APE) will require the contractor's crews to abide by the Florida State Statues chapter 872 Unmarked human burials.







PLANS REVIEW

- **Maintenance of Traffic (MOT):**
  - It appears that pay items for temporary low-profile barrier wall and its relocation for drop-off protection are not included in the TCP phasing. If the intent is to cover these costs under the lump sum MOT, an additional pay item note should be added.
  - Similarly, there are no pay items for traffic signal detection or maintenance during construction. TTCP Note 6 on plan sheet C7.0 requires the Contractor to coordinate traffic signal operations with Volusia County at the intersections of Washington Street with US 1 and Riverside Drive. US 1 appears to have existing traffic loops, while Riverside Drive has existing video detection. If temporary signal detection and signal maintenance during construction are also intended to be included in the lump sum MOT, an additional pay item note should be added.
  - **Temporary Striping and RPM's:** There do not appear to be pay items for the maintenance of traffic striping or RPM's to be placed on the structural course asphalt pavement layer. If this work is intended to be included in the cost of lump sum MOT, an additional pay item note should be added.
- **Mowing:** There is a pay item for litter removal but no item for mowing. If the Contractor is to perform mowing in the project site a pay item needs to be added.
- **Traffic Loops:** The west end of Washington Street falls within the location where the westbound traffic loop will be impacted. There is no pay item to address the replacement of the traffic loop.
- **Sanitary Sewer Manholes:** The plans show three new shallow sanitary manholes at the Rush Street intersection on plan sheet C6.1. There is no pay item to address the payment for the work, if the work is intended to be included in another pay item a note should be included in the general notes page.
- **Manhole Adjustments:** The plans show several existing sanitary sewer structures to remain with the rim/cover to be adjusted. There is no pay item to address the payment for the work, if the work is intended to be included in another pay item a note should be included in the general notes page.
- **Right-of-Way/Harmonizing:** The construction of new sidewalks at the proposed grades to meet ADA compliance may require right of way agreements to harmonize grade tie ins off the right of way. If this has not been considered, we recommend the City evaluate which parcels may need agreements to avoid delays during construction.

OTHER CONSIDERATIONS

ETM has a local office in Ormond Beach within minutes of the project and intend to utilize our teaming partners office location which is 1 block from the corridor that will provide walking distance access to the entire site from the office. If additional resources are needed, we will have support readily available from in-house industry experts and other team members who have years of experience in drainage, roadway and signal construction, survey, and utility relocation.

At ETM, we pride ourselves on utilizing the most up-to-date technologies available, including drones, GPS rovers, Microsoft Teams, and other digital collaboration tools. ETM uses our own SharePoint site to attribute, share, and archive project data across multiple users, including FDOT, local agencies, and contractors. Our personnel use laptops and smartphones as a one-stop-shop tool while in the field, utilizing them for field documentation, punch list items, and more. In addition, we utilize Bluebeam as a powerful program that allows quantity take-off, as-built documentation, punch list logging, and many other functions. We also have implemented “OnStation” a phone app based tool to identify project challenges and document exactly where on the project they occurred.

SUMMARY

The ETM team has extensive experience providing CEI services on roadway improvements projects throughout Florida for numerous local municipalities. Additionally, ETM has worked on projects that have had similar scope items as the Washington Street roadway Improvements project. As a local team, ETM is well-acquainted with the City of New Smyrna Beach personnel, policies, and procedures. We take pride in our partnership with the City of New Smyrna Beach and have consistently demonstrated our ability to successfully manage projects. Based on our experience, knowledge and expertise, ETM stands ready to help the City of New Smyrna Beach achieve their project goals all while serving as their Trusted Advisors, Creating Community.



APPENDIX A

ETM, INC. – C.E.I.

DAILY REPORT OF CONSTRUCTION

		1. Date & Day of Week Tuesday, February 11th, 2025
		2. Report / Day of Contract Days 366 of 548
3. ET&M No. 23069.00000	**4. Short Title & County** CR 210 Widening, I-95 to Beachwalk St Johns County	**5. Hours on the Job** 10.0
6. Prime Contractor/Main Sub Watson Civil	**7. Project Manager/Superintendent** Blake Kinney / Roy Rains	**8. Owner Representatives** Nate Gottschalk
9. Temperature in degrees Fahrenheit 71° High 56° Low	**10. Weather:** Sunny/Cloudy/Rainy **Rain: -**0.25	**11. Project Representatives** Eddie Collingwood

12. Job Site Observation

Contractor: Watson Civil, Day Operations 6:30am to 4pm (30 Minute Lunch)

1. Dirt Crew continued to use the water truck to wet the roadway from Sta. 1012+00 to 1024+00 LT and compacted the area.
2. Dirt Crew had CSIGeo (QC) pickup 1 soil samples for proctor testing from Sta. 1010+80 LT.
3. Dirt Crew performed Turbidity Maintenance on the Silt Fence and picked up Litter across the site.
4. Dirt Crew assisted Pipe Crew with Backfilling the storm pipe to S-706 with Dozer.

Contractor: Watson Civil, Day Operations 6:30am to 6:30pm (30 Minute Lunch)

1. Pipe Crew started backfilling and compacted the 42" RCP storm pipe 20' west of S-717, will complete backfill Wednesday (2-12-25), achieved passing densities. Crew set the Top Square Base Riser and the Circular Riser and placed Mortar.
2. Pipe Crew continued the storm 36" RCP storm pipe going to S-706, placed 13.5 sticks (108LF), faced the inside brick and mortar connection on the east side of the storm structure S-706.
3. Pipe Crew backfilled with passing compaction test.
4. Pipe Crew continued the 18" RCP storm pipe run from S-703 to S-701, laid 6 (48LF), placed soil on pipe to hold the pipe because of rain at end of day.

13. Work Force

PRIME: Dirt Crew			PRIME: Pipe Crew			SUB:			SUB:		
	Time	No.		Time	No.		Time	No.		Time	No.
Forman	8	1	Superintendent	10	1						
Forman Truck	8	1	Skilled	10	2						
Skilled	9	1	Foreman	10	1						
Labor	8	2	Pickup Truck	10	1						
Loader	2	1	Front End Loader	8	1						
Dozer	2	1	Excavator	7	1						
Water Truck	3	1	Hand Tools	10	12						
Compactor	4	1	Plate Tamp	4	2						
			Labor	10	2						
			Light Plant	0	1						

Other:

14. Tests Performed

CSIGeo: on site for testing and collected 1 soil samples for Proctor testing.

15. Job Safety (M.O.T., Uncorrected Hazards, Lost Time, Accidents)

MOT Review:

16. Remarks (Comments, General Discussions, Field Changes, Deficiencies, etc.)

Remarks:

Original - Retain on Job Site

Copy - File

17. Signed – Project Representative

Eddie Collingwood

18. Reviewed by:



APPENDIX B

ENGLAND-THIMS & MILLER

Construction Engineering Inspector Checklist

Table of Content

Construction Engineering Inspector Checklist

1. Asphalt As-built Review
2. Asphalt Friction or Asphalt Final Lift
3. Asphalt Paving
4. Asphalt Structural Lift
5. Back Flow Prevention
6. Base Course (Non-Asphalt)
7. Box Culvert
8. CDD Acquisition
9. CDD Projects
10. Clay and HDPE Cut off Walls in Stormwater Management Facilities
11. Clearing and Grubbing
12. Curb-Sidewalk – ADA Ramps 2023
13. Daily, Weekly, Monthly Reports
14. Driveway Turnaround
15. Dry Utility Sleeve Development
16. Electric ATT and CATV
17. Embankment Construction
18. Final Inspections
19. Force Main Installation
20. Geotechnical Testing and Reports
21. Grassing
22. Gravity Sewer Main Installation
23. Handrail
24. Hardscape
25. Irrigation Sleeve and Construction
26. Irrigation Typical As-Built Requirement
27. Jack and Bore Construction
28. Land Development Survey

Table of Content

29. Landfill Construction
30. Landscape – Landscaping Department
31. Lien Releases Partial and Final Checklist
32. Lift Station Construction
33. Lift Station Start Up
34. Locate Wire Testing and Installation
35. MOT Inspection
36. Paving and Drainage As-Builts
37. Pay Requests, Schedule of Values, Unit Costs, Change Orders
38. Pre-Construction Activities
39. Pre-Construction Submittals
40. Pre-Construction Testing
41. Pressure Test
42. Reclaimed Main
43. Right of Way Grading
44. Schedule Milestones Reviews
45. Shop Drawing Review
46. Silt Fence – Erosion Control Installation
47. Silt Fence Installation & Observation
48. Single and Doble Post Signs
49. Site Geometry
50. Sleeving Plans
51. Stabilized Subgrade Construction
52. Storm and Sanitary Sewer Lamping
53. Storm Drain Construction Observation
54. Stormwater Management
55. Striping and Signs As-Builts
56. Substantial Completion and Pre-Final Inspection
57. Traffic Signals Installation
58. Underdrain
59. Underground Electric As-Built Requirement

Table of Content

60. Video Inspection and Review of Storm and Sanitary Discs
61. Water Main Installation
62. Wetland Enhance Or Creation

Comprehensive listing of inspector checklists only a portion of these are attached due to space limitations

Asphalt Friction or Asphalt Final Lift Checklist

Date: _____

Project Name: _____ ETM Project No.: _____

Project Inspector: _____ Project Engineer: _____

	Yes	No	N/A	Notes
1. Is the correct MOT per the TTCPs or Standard Plans Index 102 Series in place prior to any equipment entering the roadway?				
2. Have density tests and thickness checks (cores) been performed at the required frequency on each previous lift of structural asphalt?				
3. Have you checked the plans for what asphalt mix type is to be used on the final lift and specifications for asphalt thickness tolerances and requirements for the intended asphalt to be used? (Friction courses typically are not cored for thickness.)				
4. Have you received submittals of the mix designs for the asphalt and have they been approved?				
5. Are you aware of what type of asphalt is specified and or being utilized by the contractor (SP-9.5 SP-12.5 or FC-5, FC-9.5 or FC-12.5)? Is it a standard Superpave friction course or open graded FC mix (popcorn)? (There can be specific certifications for FC asphalt ingredients re: hydrated lime, liquid anti strip, fiber stabilizing material, mineral fibers, and cellulose fibers. RAP or recycled asphalt is allowed up to 20% of mix.), please check this requirement because 20% has been changed to 40% because of material shortages.				
6. Are stations marked either on the curb or by use of station boards on the right of ways or medians to locate and track tests and each day's production?				
7. Has the final structural asphalt layer been checked for straightedge deficiencies? If so, are there any corrections (typically milling) to be made prior to placement of the final lift?				

	Yes	No	N/A	Notes
8. Has the structural asphalt been tacked and has the tack "broken" meaning water evaporated out and tack is sticky. Have you checked the spread rate of the tack and does it meet the specified rate for the type of asphalt to be used?				
9. Are there any traffic signals on the Project? If so, are vehicle detection loops installed in the structural asphalt layer prior to placing the final lift?				
10. Do you have proper equipment to monitor paving operations such as a 15' aluminum straight edge, smart level, calibrated thermometer, and measuring wheel? Are you checking the roadway cross slopes at minimum frequency of 10 per lane mile, and at the beginning, middle and end minimum in super elevated sections within curves when the curve is less than 250' long (cross slopes are 2% minimum or 3% typical)?				
11. Does the Contractor have the proper equipment on site such as a paver with automatic screed and electronic cross slope control which is wide enough to pave a 12' lane? Screed extensions are not permitted unless the auger can be extended as well. Does the Contractor have 2 static steel wheel rollers with effective compactive weights of between 135 and 200 lbs. per linear inch of drum width? (Total weight of roller lbs. / width of both drums in inches. Do not use any rollers where the weight of the roller is crushing the aggregates).				
12. Do you have the proper forms for monitoring daily paving operations and know how to fill them out?				
13. Are you checking the temperatures of the trucks and receiving the truck tickets with weights and type of mix being delivered? (First five trucks or loads and then one out of every five thereafter.)				
14. Do you have an infrared temperature monitoring device to check the temperature of the mat prior to and during rolling operations to make sure the asphalt remains hot enough to be rolled and compacted properly and cool enough (below 160 degrees) prior to opening to traffic?				
15. Is there a Quality Control representative at the asphalt plant if required by specifications? (Plant monitoring of binder content and gradation is what determines acceptance on the roadway.)				
16. Are you monitoring the spread rate at the beginning of each day's paving and then every 200 tons of mix using a 5-truck minimum as an average.				

Example Spread Rate calculation:

12' Width x 200' Length = 2400 SF ÷ 9= 266.67 SY 50 Tons Placed x2000 =100,000 lbs.

100.000 lbs. $=$ $374.99\ lbs/Sy$

266.67 Sy

	Yes	No	N/A	Notes
Are you monitoring the pavement texture to check for adhesion to rollers, segregation or raveling of the pavement? (For Super pave final lifts, you should be observing a relatively smooth surface with binder and fine asphalt particles well dispersed among the larger aggregates. For open graded FC mixes you will be seeing aggregates with voids between the stones and the aggregates should be protected from crushing or damage by rollers. Monitor for pick-up or adhesion to rollers during compaction. A little bit of soapy water can stop adhesion or pick-up by the rollers. Monitor turnouts and median crossovers for traffic and wet the friction course to prevent pick-up on vehicle tires.)				
17. Is the weather appropriate to place asphalt regarding rain, wind, and cold temperatures? (Do not place asphalt on wet base or in the rain or when temperatures are below 50 degrees as a general rule. Check weather limitations specifications for specific requirements of asphalt being placed the right of ways onto the paving operation.)				
18. No density testing is required on these friction mixes.				
19. Are you monitoring the transverse joints and longitudinal joints or joints between lanes? (Always observe the Contractor while placing multiple lanes is keeping the joints tight to one another and properly pinches the seams with the roller leaving no gaps or bumps. Longitudinal joints should be as close to centerline as possible and never in the wheel path. For transverse joints whether tying to an existing layer of pavement or continuing on from the previous days paving, saw cut a clean edge and tack the seam prior to tying into the existing asphalt with fresh mat.)				
20. Have you reviewed the current stage of construction prior to placing final lift of asphalt? (Check for grassing and landscaping being completed or any other activity were equipment can scar or damage the final lift.)				
21. Have you reviewed shoulder pavement and how it is overlaid by the final lift of asphalt?				
22. Are you checking the curb to make sure the friction course is finishing flush with spill curb and ¼" above catch curb?				
23. Are you monitoring the hand work and both spreading and compacting the mix around curves such as within radius returns on turnouts and around bull noses on medians? (Areas with hand work are typically the areas where you will observe segregation of aggregate and raveling of the asphalt.)				

Asphalt Paving Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

	Yes	No	N/A	Notes
1. Prior to performing any inspections on the project, the inspector should thoroughly familiarize with the plans, project specifications, submittals, traffic control plans, authorized work hours, traffic lane closure restrictions, and materials quality assurance and testing requirements of the project.				
2. Prior to any work beginning, the traffic control plan must be fully implemented. The Inspector must review the approved traffic control plan and ensure that lane closure restrictions are being followed as defined in the specifications.				
3. Drive the route that has been set up by the contractor to ensure all requirements have been met, including but not limited to signage and traffic cone placement and lane closure restrictions.				
4. Be sure the motorists easily understand the lane closures and/or detours by monitoring the traffic flow for a period of time.				
5. Verify by review there is not an un-reasonable backup of traffic caused by the lane closures.				
6. The milled surface is swept with a power broom or other approved equipment. A street sweeper is used in urban and other sensitive areas. Any surface delamination or scaling pieces shall be removed. [Spec. 327-3.1, 327-4]				
7. Milling surface has a uniform texture with no deviation more than ¼ inch. Milling depth is checked periodically to ensure results are within contract requirements. [Spec. 327-4]				
8. Perform random cross slope verification measurements of the milled surface and ensure the Contractor checks cross slopes once per 100 feet during milling operations to comply with Contract requirements. [Spec. 327-3]				
9. Roadway surface is cleaned prior to tack coat application. [Spec. 300-5]				

	Yes	No	N/A	Notes
10. Coat the surface completely and uniformly with tack. [Spec 300-8]				
11. Paving machine is equipped with automatic longitudinal screed controls with a minimum length of 25 feet and are being used during paving operation. The paving machine is equipped with electronic cross slope controls. [330-5.2.2]				
12. Do not place asphalt mixtures while rain is falling or when there is water on the surface to be covered. [Spec. 330-3.2.3]				
13. Ensure trucks do not bump the paver. After releasing asphalt mix from the truck's body to the paver, remaining material in the truck shall not be dumped on the tacked surface in front of the paver. [Spec. 330-4]				
14. A string line is being used for an accurate, uniform alignment of the pavement edge in areas where there is no curb and gutter. Deviation along the unsupported pavement edge shall be not more than +/- 1.5 inches from the stringline. [Spec. 330-6.1.1]				
15. Do not allow mixture to adhere to roller wheels or tires and do not use fuel or other petroleum distillates to prevent adhesion. Scrapers, pads, and moistening systems shall be functioning properly to avoid having asphalt mix adhering to wheels. [Spec. 330-5.3.3]				
16. Produce a finished surface of uniform texture and compaction with no pulled, torn, crushed, raveled, or loosened portions and free of segregation, bleeding, flushing, sand steaks, sand spots, or ripples. Address any pavement not meeting these specification requirements in accordance with 330-9.5. [Spec. 330-9.2]				
17. Transverse joint, longitudinal joint, and pavement approaches to the bridge joints are constructed properly and checked by 15-foot manual straightedge to achieve smooth and compacted surfaces. If the Engineer identifies a surface irregularity to be objectionable, the 15-foot manual straightedge shall also be used to check the smoothness on crossovers, intersections, tapers, transitions at beginning and end of projects, and parking lots and similar areas. [Spec. 330-5.3.3]				
18. For night paving, sufficient lighting shall be provided at the job site. [Spec. 8-4.1]				
19. Perform random temperature verification measurements throughout each day or at any time the asphalt appears to be cold or too hot. Document any issues within the applicable daily report.				

	Yes	No	N/A	Notes
20. Perform verification activities at a min. frequency of once per layer per day to ensure spread rate is within Contract requirements. Ensure spread rate is within 5% of the target spread rate. When determining spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread rate, stop the construction operation until the issue is resolved. If an individual spread rate is beyond plus or minus 20% of the target spread rate, stop the construction operation until the issue is resolved. Document results within the applicable daily report. [Spec 330-6.1.5.1 & 330-6.1.5.2]				
21. Perform random cross slope verification measurements at a frequency of 10 per mile of the paved surface and ensure the Contractor checks cross slopes once per 100 feet during paving operations to comply with Contract requirements. [Spec. 330-9.3]				
22. Ensure freshly paved surface is protected throughout the project.				

Asphalt Structural Lift Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

	Yes	No	N/A	Notes
1. Have density tests been performed at the required frequency on each lift of base and accepted prior to paving?				
2. Has the base been properly primed and is the prime in good shape? What type of prime is being called for in the specifications and utilized? (Cut back asphalt such as RC-70 or RC-250 or Emulsified asphalt (mixed with water) such as RS Type or EPR-1? What is the spread rate called for in the plans or specifications and have you checked the spread rate)?				
3. Have you checked the plans and specifications for asphalt thickness requirements? Has the string lining been performed on the base to ensure roadway template is acceptable prior to placement of the asphalt? Is there an adequate lip exposed on curb prior to paving?				
4. Have you received submittals for mix designs for the Prime, tack and asphalt and have they been approved? Is a virgin mix specified or can RAP (recycled asphalt pavement) be used?				
5. Are you aware of what type of asphalt is specified and or being utilized by the contractor (i.e., S-1, S-3 or Superpave such as SP-9.5, SP-12.5 or for friction course possibly a FC-5, FC-9.5 or FC-12.5)? (Most mixes are a Superpave mixes however S mixes are still specified with Superpave mixes typically used in place of S mixes).				
6. Are stations marked either on the curb or by use of station boards on the right of ways or medians to locate and track tests and each day's production?				
7. Have proper safe MOT devices been installed and are they being maintained? Have you walked the base material prior to paving to check for standing water, cracks, checks, scabbing, debris etc.?				
8. Do you have proper equipment to monitor paving operations such as an aluminum straight edge with smart level, thermometer, measuring wheel, 25'steel tape and 6' wooden ruler?				

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	Yes	No	N/A	Notes
9. Are you checking the roadway cross slopes at regular intervals or every 100' in straight or tangent sections and at the beginning, middle and end minimum in super elevated sections within curves when the curve is less than 250' long (cross slopes are 2% or 3% typical)?				
10. Does the Contractor have the proper equipment on site such as a paver with automatic screed control which is wide enough to pave a 12' lane? Screed extensions are not permitted unless the auger can be extended as well. Does the Contractor have adequate steel wheel rollers 5 -15 ton and pneumatic rubber tire or traffic rollers 6 tons as well as a sand truck and broom tractor? (Do not use wobble wheel traffic rollers).				
11. Do you have the proper forms for monitoring daily paving operations and know how to fill them out?				
12. Are you checking the temperatures of the trucks and receiving the truck tickets with weights and type of mix being delivered? (Temperature checks first five trucks or loads and then one out of every five thereafter).				
13. Do you have an infrared temperature monitoring device to check the temperature of the mat prior to and during tolling operations to make sure the asphalt remains hot enough to be rolled and compacted properly?				
14. Is there a Geotech person on site to check density or will the CEI be checking density using a nuclear gauge or will you be cutting 6" cores to be sent out to a lab for density checks? Do you know the frequency for density testing and thickness checks? Are random numbers for locations going to be generated or will you follow ETM Spec's, or County or City specifications for frequency and locations?				
15. Are you monitoring the spread rate at the beginning of each day's paving and then every 200 tons of mix using a 5-truck minimum as an average? (You will have weights on the truck tickets and the recommended spread rate on the mix design. Measure the length and width of the roadway and turn to sy's dividing the sy's placed into the weight placed. Example 200 tons placed = 400,000 pounds then using a 24' wide roadway placing approx. 1,500' = 36,000 sf. / 9 = 4,000 sy's or 400,000 lbs. / 4,000 sy's = 100 lbs./sy. Spread rate to be maintained within 5 % of target or within 15 to 50 lbs. depending on the thickness of the layers).				
16. Are you monitoring the pavement texture to check for segregation or raveling of the pavement? (You should be observing a smooth surface with binder and fine asphalt particles well dispersed among the larger aggregates. This is most critical in radius returns, cul-de-sacs, turnouts and crossovers where the paver has difficulty turning and spreading the mix and the rollers have difficulties as well. Often these areas will be placed with shovels and spread by hand with a lute or hand rake).				

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	Yes	No	N/A	Notes
17. Is the weather appropriate to place asphalt regarding rain, wind, and cold temperatures? (Do not place asphalt on wet base or in the rain or when temperatures are below 50 degrees as a general rule. Do not place asphalt when dust is blowing from the right of ways onto the paving operation).				
18. Has the Contractor swept the base material to remove loose particles and sand? (Always check the edge of pavement at the lip of curb for built up fine particles).				
19. On multiple lifts of asphalt and or prior to placing the final lift or friction course have you checked that the tack has been placed and placed at the proper spread rate? Has the tack broken in other words has adequate moisture evaporated from the tack so it is sticky and the next lift of asphalt will stick to the lower lift? (Do not place tack on primed base unless approved by Engineer).				
20. Have you reviewed the stage of construction prior to placing the final lift of asphalt? (Check for grassing and landscaping etc. or any activity that can scar or damage the final lift).				
21. Have you reviewed shoulder pavement and how it is overlaid with structural or final lifts of asphalt?				
22. Has the Paving Contractor placed string lines for edges of pavement and lane lines for multiple lane roadways?				
23. Are there any asphalt valleys at the side street turnouts and if so, has the paving crew been notified and has a line been struck? Is there any need for additional grade control i.e.: red heads, hold ups or feathers?				
24. Have you checked for defects and are you having them corrected during paving and prior to the compaction process? (Do not skin patch depressions or defects if mix is hot scarify and add fresh mix before rolling).				
25. Are you aware of the standard rolling procedures break down, intermediate and finish rolling? (Breakdown is done with a steel wheel roller performing two passes following behind the paver as close as possible without any mat sticking to the roller or undue displacement of the mat, intermediate is five passes with a rubber tire or pneumatic tire roller and then final or finish rolling is one pass with the steel wheel roller).				

Base Course (Non-Asphalt)

Project Name:_____ ETM Project No.:_____

Project Mgr.:_____ Project Engineer:_____

	YES	NO	N/A	NOTES
1. Is the subgrade firm and unyielding?				
2. Has the subgrade been tested for density?				
3. Has the string lining been performed on the subgrade to ensure roadway template is acceptable prior to placement of the base course?				
4. Are you aware of what type of base is required and or being utilized by the contractor (limerock, crushed concrete or others). Always review crushed concrete base for construction debris such as electrical wire, dry wall, steel, RCP wire reinforcement etc.) Some crushed concrete base can come from building demolition. Reference Section 911 of FDOT specifications.				
5. Are you aware of the LBR requirements for the base material (100 LBR for limerock base and 150 LBR for crushed concrete). If crushed concrete is used it must come from an approved FDOT source.				
6. Has the base material been sampled for LBR per the required frequency and found to be acceptable?				
7. Are you aware of the required base thickness (typically 6", 8" or 12")?				
8. If the thickness is greater than 6", is the contractor placing it in at approximately equal lifts not exceeding 6"? Note: limerock placement should be from a working platform (i.e., over previously placed limerock). Trucks should not be running over or on completed subgrade.				

Base Course (Non-Asphalt) Checklist

	Yes	No	N/A	Notes
9. Are you aware of the density requirement for base on the project (i.e., FDOT requires 98% of a modified proctor for the roadway and 95% of modified proctor for shoulders)?				
10. If base is placed in more than one lift, have density tests been performed at the required frequency on each lift and accepted prior to placement of the next lift?				
11. Is the contractor wetting the base and utilizing sufficient compaction equipment to meet the required density on each lift and is scarification of the initial lift required before placing subsequent lifts? Both limerock and crushed concrete base require wetting to achieve density with crushed concrete base requiring more water than limerock. Crushed concrete must be kept wet during finishing, because if it gets to dry it will scab and the asphalt may shove.				
12. Is the base compacted uniformly across the roadway?				
13. Is there any evidence of contamination of the base material (dirt, soil, roots, or debris) or scabbing or peeling up of the base material across the final lift?				
14. Has string lining been performed on the final base surface across the roadway template and accepted (general tolerance is +/- ¼")? Is there a proper lip at the curb (edge of pavement) to match the proposed asphalt thickness? Asphalt will finish flush on spill curb and ¼" above edge of pavement on catch or standard curb.				
15. Has the thickness of the base been checked at the required frequency for compliance and accepted (general thickness deficiency tolerance is ½")? Base may require machine coring for thickness checks.				
16. Is the base material firm and unyielding? Always check for pumping, soft or moving base material which can indicate wet base or wet subgrade beneath the base? Check by visual inspection as construction vehicles drive on the base, check by walking on base or driving your truck. You can feel wet or pumping (yielding) base material.				
17. Have density tests been performed at the required frequency and accepted on the final lift?				

Daily, Weekly, and Monthly Reports Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

Daily Reports

	Yes	No	N/A	Notes
1. The Daily Report is typically a 2-page 2-sided document or a 2-page 1-sided document depending on ETM and or Project Managers preferences.				
2. If you are full time or visiting a Project regularly/daily, you should be documenting your observations and discussions. The following criteria and the attached report are more applicable to full time construction observation and Project Management.				
3. The daily report has an upper section where you document the date, Job number or numbers, Project title, number of contract days, weather, Project manager and superintendent, owner, CDD or Client, your name, report # and hours on the project.				
4. The daily report should document all the Contractor's activities for the day, all testing being performed that day including pending lab results, field discussions, changes, field decisions, the weather and any other pertinent information that can be used for the weekly reports. The Daily Report can also be the only documentation to support or refute potential litigation and/or liquidated damages should the Contractor be late or not complete, the Project and the Bonding Company gets involved.				
5. The daily report should be detailed/descriptive, documenting all the day's activities, both good/bad, and should include photo documentation.				
6. Typically, all daily reports are typed, printed, and placed in a binder for reference and storage. However, all information can be stored electronically on disc to save room in storage. This will be decided project by project, but normally electronically is the preferred method, your personal feelings about the project should never be read in your daily report.				
7. A daily report should not "paint you or the CEI team into a corner", if you are not on site from start of work to finish of work be cautious in giving exact quantities. For example, say "the contractor began installation of 8" sanitary sewer between Manhole 1 and Manhole 2. Unless you are there to get an actual measurement of the day's installation.				
8. The daily report should include photo documentation and should include a way to record the time/date of the photo taken. Remember that anything you write in your daily report is a legal document (think twice).				

Weekly Reports

1. Depending on the ETM proposal or work authorization as negotiated with a client a monthly report may be required which will include a weekly report for each week in a given month. See monthly report section below for more information.
2. On larger Projects, some City of Jacksonville projects and more specifically CDD Projects, a monthly report is typically required, and weekly reports are required as part of the monthly report.
3. The Daily Reports are utilized to generate the Weekly Reports which are typically between 2 and 4 pages in length depending on the size of project.
4. The weekly reports are broken up into sections describing the various portions of work completed that week including listing Sub-Contractors on site and weather information. At least two photos should be added to each weekly report.
5. A weekly report for any project would include documentation of things such as water, sewer installed, drainage installed, box culverts, signage, drilled shafts, signals, subgrade, base and paving, bridges or whatever items may be documented in the daily reports. For a large development you would list the various subdivisions or neighborhoods currently under construction and describe the activities documented in each neighborhood that week. The weekly report should document and describe only pertinent activities and/or progress and not describe day-to-day issues or problems. These reports are read monthly by the clients and should describe successes and progress. Other issues are documented in the daily reports and can be discussed in various venues such as weekly meetings, E-mails, phone conversations etc. You must use some tact and common sense when crafting a weekly report or any other written document that is provided to the client.
6. As with a daily report a weekly report should not "paint you or the CEI team into a corner", if you are not on site from start of work to finish of work each day be cautious in giving exact quantities. For
7. example, say "the contractor began installation of 8" sanitary sewer throughout the project" or "the contractor continued installation of storm drain on the north end of the project. Unless you are there to get an actual measurement of the day / week's installation.
8. Your personal feelings about the project or the contractor should never be read in your weekly reports.
9. Remember, anything you write in your weekly report is a legal document (think before you write).

Yes	No	N/A	Notes

Monthly Reports

1. The monthly report itself contains a monthly cover sheet, monthly summary, updated CPM Schedule, Meeting Minutes, the previous weekly reports, pictures both aerial and ground level. The ground level pictures should be chosen based on action/active shots and must depict quality work.
2. The monthly cover has 2 sheets typical and will document/note the current project or projects underway with job numbers, contents of the monthly report, rainfall information for the month, the current schedule with any modifications, original contract amount, change orders negative or positive and new contract amounts.
3. The Monthly Summary is between 2 and 4 sheets depending on the size of project and is developed using the 4-5 weekly reports. Hit on high points and a general overview of the work for the month. A client will typically go to the cover page, pictures, then the money and schedule, and then the summary before ever looking at the weekly reports.
4. The ground level pictures are reviewed by you and the best shots depicting the ongoing work are chosen and labeled as to what you are looking at and where it is on the project and either sent electronically to the EOR or placed on disc and delivered to EOR. The aerials are either sent to you to caption or you review with EOR or AA and the various views and items of construction are noted or captioned on the aerial photo.
5. The written portion of the monthly report is compiled in the field office or at your desk and then provided to the EOR for review and completion of the book in the office.
6. Remember, as with the weekly reports, anything you write in your monthly report is a legal document and can be subpoenaed for any court proceedings or lawsuits.

Yes	No	N/A	Notes

ETM

Embankment Construction Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

	Yes	No	N/A	Notes
1. Have the appropriate proctor's been pulled (Standard T-99 or Modified T-180)?				
2. Does the material or materials proposed for use as embankment meet or exceed the requirements for the project? Where is the material coming from Ponds or off-site source?				
3. Is the appropriate proctor being utilized by the testing agency (soil type and description, T-99/T-180) and have they been pulled from the proper source Ponds or off-site? Does the material on site match the proctor description?				
4. Is the contractor placing the material in the appropriate lift thickness as designated by the project specifications (6" lift or 12" lift)?				
5. Does the selected method of construction meet the general requirements of the project (Dry fill method or Hydraulic fill method)?				
6. Is the contractor utilizing equipment capable of achieving the required compaction?				
7. Does the material being placed have the appropriate moisture content for compaction (not too wet or too dry)? Has the Contractor properly de-watered the ponds if this is his source of embankment material and is he removing suitable relatively dry material?				
8. Has the Contractor properly grubbed (12" typical depth) the existing right of way and out to the limits of construction? Is the contractor removing all roots and/or stumps prior to or during placement of embankment materials?				
9. Has the contractor provided grade controls to ensure the lift thickness and testing frequency required by the project specifications are being adhered to? Have Station boards 2"x 4" in the centerline or right of ways of roadway been established?				
10. Is the testing agency performing testing in accordance with project specifications regarding lift thickness and frequency? Do not allow digging down to take test unless approved by Engineer.				
11. Are failing tests being documented?				

ETM

	Yes	No	N/A	Notes
12. Are areas of failing tests being retested prior to further embankment placement? Are any lifts affected by water and have they been documented? Was effort made by the contractor to dewater if possible?				
13. Are the test locations being documented accurately (Station #, roadway side, offset from centerline)?				
14. Are the areas up to and including the "2:2" control line being tested? The 2:1 is a line drawn from either the back of curb or edge of shoulder down to natural ground with no testing required outside this line (See FDOT Standard Plans Index 120 for illustrations).				
15. If embankment is imported, is material coming from an approved source?				
16. Is thick lift compaction effort allowed and has a test strip been completed?				
17. Do you have embankment to be placed outside of the right of ways (4:1 slope typical) and if so, is there stabilization (grassing) of these areas in the contract?				
18. Have you checked the contractor's grade control to make sure he is not placing too much embankment material requiring removal at a later date (i.e., typically in sidewalk areas and behind curbs)?				
19. Have you checked the plans for storm pipe crossings or box culverts and informed the contractor that he may not want to place all embankment in these areas prior to installing said structures or pipes?				
20. Have you checked the location and elevation of the embankment material to make sure or inform the contractor that he has adequate material in place to install either pressure pipe or storm pipe?				
21. Has the contractor placed all necessary embankments to line and grade to allow for electric installation (i.e., FPL or JEA)? Typically, these utility providers will check for proper grade prior to allowing their contractors to begin installation. Who is responsible for filling the private transformer easements for the power companies? These easements can be large, 25' x 25' or larger and require several feet of clean fill outside the 4:1 or 2:1 slopes.				

Gravity Sewer Main Installation Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

	Yes	No	N/A	Notes
1. Do all materials to be installed, (pipe, lined manholes, boots, inside/outside drops, ring and covers, tees, wyes, and laterals) conform to the agency/utility requirements?				
2. Are the manholes and pipe materials being installed free from debris, defects, such as chipping, cracking, and pipe damage?				
3. Is the contractor using safe excavation practices to avoid trench collapse?				
4. Do you know how the contractor is confirming the grade? Is he shooting elevations on every joint or using a laser? Is the laser set to proper "%" slope?				
5. Is the contractor using pipe soap to lubricate the bell before inserting the spigot end?				
6. If unsuitable material is encountered during excavation, is the contractor removing material and excavating, (under cutting) a minimum additional 2' and replacing it with #57 stone or compacted A-3 sand?				
7. Is the pipe being homed to the designated line on the next section of pipe? Do not over home pipes since it will crimp the gaskets, create leaks, and show up on video inspection.				
8. Is the contractor using the appropriate means (concrete spacer rings or bricks) to make ring and cover grade adjustments? Have you checked which adjustments are allowed by the agency?				
9. Is the contractor installing the main with correct clearances between other utilities? Some mainline and laterals may go under or over storm drains (i.e., cross reference your construction plans).				
10. Is the contractor achieving proper backfill density and compaction in accordance with agency requirements?				
11. Is the backfill being installed and compacted in lifts specified by the agency requirements?				

Gravity Sewer Checklist

	Yes	No	N/A	Notes
12. Is the contractor installing service laterals at locations noted on the plans and terminating them at right of ways? SJCUD requires clean-outs at the right-of-way lines. Have you checked the plans to make sure each lot or unit has a sewer service? Are density/compaction tests required for laterals?				
13. Is the contractor properly rotating the service lateral to ensure that the invert is above the spring line? Are the Tee Wyes pointed in the direction of flow both on plans and in field?				
14. Is the contractor placing and compacting a minimum 4" or 8" of #57 stone (per utility standards) as a leveling course prior to setting the manhole? Is filter fabric also required under manhole?				
15. Are all service laterals marked (@ curb and staked @ R/W) and painted in accordance with agency requirements? Do sewer laterals have required minimum slope?				
16. Is the contractor installing joint wrap around the outside of each manhole section? Is the interior of the manhole painted or lined in accordance with agency requirements?				
17. Is the contractor using a temporary plug at the end of their pipe at the end of each day's production?				
18. Is the manhole ring and cover lettered in accordance with the agency requirements?				
19. Is the contractor using the appropriate SDR rated pipe DR-18, DR-26 etc. for the depth of excavation?				
20. Have manhole boots been inspected for rips, tears, or signs of deterioration?				
21. Has the Contractor installed an adequate length of pipe at the termination of a sanitary sewer run either temporary such as a Phase line, or more permanent between subdivisions? A 20' stub-out is recommended to allow for excavation of the pipe end for tie-in without disturbing the manhole and to assure the boot will not push into the manhole due to groundwater pressure on a deep manhole.				
22. Are the interior and exterior drops in the type "D" "F" and "B" manholes being installed in accordance with the agency requirements?				
23. Are junction manholes lined in accordance with agency requirements? Typically, JEA lines the wet well and the first manhole out from the lift station or junction manhole. SJCUD lines all junction manholes and defines a junction manhole as any manhole with 3 or more inverts.				

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	Yes	No	N/A	Notes
24. Has the Contractor installed all necessary plugs in the sanitary sewer lines until COC or Certificate of Construction Completion has been issued? Typically, a plug at the lift station invert or in the junction manhole outside the lift station. Are any other plugs required such as at a tie-in to a live or accepted line outside your Project?				
25. Is the Contractor building his own inverts and benches or are the inverts pre-cast? If building inverts in the field is the Contractor utilizing solid bricks per JEA standards?				
26. Have you reviewed manhole locations relative to wheel paths and other improvements?				
27. Have you reviewed the video inspection of the system to ensure that any repairs are completed in a timely manner (i.e., is the contractor adding water before the inspection begins)?				
28. Is the contractor collecting monthly survey information (i.e., as-built)?				
29. At final inspection, have you confirmed that every sewer lateral has been staked to ensure builders can locate service?				

MOT Inspector Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

TRAFFIC CONTROL PLAN

	Yes	No	N/A	Notes
1. TCP/ALTERNATE TCP/MODIFICATIONS APPROVED				
2. SIGNED & MARKED ACCORDING TO PLAN				
3. SIDE STREETS SIGNED PROPERLY				
4. SPEED LIMIT REDUCTION NECESSARY WITH SIGN LOCATED PROPERLY				
5. NEEDED TURN LANES IN PLACE				

GENERAL

	Yes	No	N/A	Notes
6. SIGNS CORRECT HEIGHT & OFFSET				
7. SIDEWALK CLOSED/SCHOOL MARKING/CROSSWALK SIGNS PLACED PROPERLY				
8. DRIVEWAY & MEDIAN ACCESS ADEQUATE				
9. SIGNAL TIMING/PHASING ADEQUATE				
10. SUFFICIENT WARNING SIGNS IN PLACE				
11. EXISTING SIGNS NOT IN USE REMOVED OR COVERED				

	Yes	No	N/A	Notes
12. SUFFICIENT DEVICES TO GUIDE TRAFFIC THROUGH THE WORK AREA				
13. ROADWAY SURFACE MAINTAINED SATISFACTORILY				
14. MESSAGE BOARDS CONVEY CONCISE MESSAGE TO MOTORISTS				

NIGHT WORK

	Yes	No	N/A	Notes
15. LIGHTING PLAN APPROVED				
16. VARIABLE MESSAGE SIGN WARNING LIGHTED WORK ZONE AHEAD				
17. EQUIPMENT HAS FLASHING LIGHTS AND/OR REFLECTIVE SHEETING				
18. PILOT VEHICLE WITH FLASHING LIGHTS AND MESSAGE BOARD				
19. LIGHTING AIMED NOT TO IMPEDE TRAFFIC				

CLEAR ZONE/HAZARDS

	Yes	No	N/A	Notes
20. NO EQUIPMENT/MATERIALS/HAZARDS STORED IN CLEAR ZONE				
21. NO UNPROTECTED DROP-OFFS >3”				

TEMPORARY PAVEMENT MARKINGS

	Yes	No	N/A	Notes
22. CORRECT APPLICATIONS AND WIDTH				
23. REFLECTIVITY CONDITION SATISFACTORY (TAPE/PAINT/MESSAGES)				
24. CONFLICTING MARKINGS AND PAVEMENT DEBRIS REMOVED				

Maintenance of Traffic

TEMPORARY BARRIER WALL

	Yes	No	N/A	Notes
25. IS WALL CONNECTED AND ANCHORED PER APPROPRIATE RDWY OR STRUCTURES INDEX				
26. IS TRANSITION, OFFSET, AND DEFLECTION SPACE PER INDEX				
27. HAS PROPER END TREATMENT BEEN INSTALLED CORRECTLY				
28. DELINEATORS INSTALLED AND SPACED PER INDEX				

FLAGGERS

	Yes	No	N/A	Notes
29. LIST OF TRAINED FLAGGERS SUBMITTED TO PROJECT ADMINISTRATOR BEFORE CONSTRUCTION BEGINS.				
30. FLAGGER AHEAD SIGN INSTALLED PROPERLY				
31. FLAGGER WEARING APPROVED SAFETY VEST/USING PROPER STOP/SLOW PADDLE				

LANE CLOSURES

	Yes	No	N/A	Notes
32. PROPER TRANSITION, SIGHT DISTANCE and BUFFER LENGTHS				
33. PROPER DEVICE SPACING AND VISIBILITY				
34. PAVEMENT MARKINGS PLACED CORRECTLY				
35. PROPER MERGING				

DETOURS

	Yes	No	N/A	Notes
36. PROPER SIGNING AND PAVEMENT MARKING				

PEDESTRIAN/BICYCLIST ACCOMMODATIONS

	Yes	No	N/A	Notes
37. SEPARATED FROM WORK OPERATIONS AND TRAFFIC				
38. PEDESTRIAN DETOUR ROUTE OR DIVERSION IS ADA COMPLIANT (TRIP HAZARDS, PATH WIDTH, TEMP. WALKWAY, ETC.)				

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Storm Drain Observation Checklist

Date: _____

Project Name: _____ ETM Project No.: _____

Project Inspector: _____ Project Engineer: _____

	Yes	No	N/A	Notes
1. Are the approved construction plan designed materials being utilized (i.e., RCP vs. CMP, HDPE, or A-2000 plastic pipe)?				
2. Are the contact surfaces (BELLS AND SPIGOTS) for the pipe joints free from air holes, exposed steel, exposed gaskets, chips and spalled concrete?				
3. Does the pipe have "QC" stamp on it?				
4. Is the pipe set to proper line and grade before backfilling?				
5. Is the pipe trench wide and deep enough for compaction equipment?				
6. Is all unsuitable material removed from the pipe trench and is suitable material being utilized.				
7. Is proper and suitable bedding material being provided onsite?				
8. Were the rubber pipe gaskets installed/checked and lubricated before installation?				
9. Are the pipe joints wrapped with filter fabric and strapped as required?				
10. Is the required cover height in accordance with agency requirements in paved and unpaved areas?				
11. Are the inverts in the inlets and manholes being constructed properly? (Typically poured concrete. Check with accepting agency regarding use of bricks and or #57 stone in conjunction with cement mortar).				
12. Are the pipes entering the structures being sealed properly and are all bricks grouted outside and inside especially under haunches? Do the pipes entering the structures require filter fabric around the pipe and on the face of the structures (check your details).				
13. Are any cast in place structures or manholes being built? Are they being built round, with approved bricks, and cemented properly?				

	Yes	No	N/A	Notes
14. Is the pipe backfill being compacted properly in 6" or 12" lifts and tested in accordance with all density requirements?				
15. Does the storm sewer pipe have the proper horizontal separation from other utilities? (Typically, 3' horizontal and 1' vertical separation).				
16. Are all the inlets within a subdivision being constructed on a property line, if they are not in an intersection? Do you have inlets in a cul-de-sac and if so, check the inlet transitions (wings) to make sure they are not in a driveway.				
17. Are there any conflicts between any under-drain crossing over the storm sewers?				
18. Is television inspection and/or laser profiling required per agency requirements?				
19. Do the plans have adequate information to layout curb throats?				
20. Is the survey layout being done with proper radial offsets in curves and radius returns?				
21. Are adequate density tests being taken at all structures in or near the roadway, especially at the roadside face of the inlets?				
22. Have you checked the sewer services to see if they are installed under or over the storm pipes per plan?				
23. Is the contractor using correct benchmarks for layout?				
24. Have you confirmed that the laser level percentage is correct? Does the percentage of fall in the pipe plan view match the ones in the structure table if applicable?				
25. Is the dewatering adequate and is the installation being done in the dry?				
26. Do you have any barrier wall inlets in the project and if so, are they designed per the indexes?				
27. Brick-ups on structures should be 18" maximum and is the contractor following that specification?				
28. Verify any storm manholes installed in the road and that they are not in the wheel paths.				
29. Do you have any MSE Walls on the Project and if so, do you have pipes designed flush with walls? (It is better to not design any parallel pipes adjacent to MSE walls ever, utilize cross drains only).				
30. Do you have under drain stub-outs or runs of under drain on the project and have the shop drawings been reviewed for proper invert elevations and cover behind the curb? Are clean-outs required and if				

so, are we utilizing 1-RT Concrete Valve Jackets?

Yes	No	N/A	Notes

31. Do you have any median edge drain on the project and has the Contractor provided the proper 7" holes for the 4" pipes crossing the road?
32. Are there any conflicts between the 7" holes for the median edge drain and the proposed cross drains? Will the inverts conflict with the proposed RCP pipes or the top slabs?
33. Is there any under drain in parking lots and if so, do we want clean-outs in the asphalt valleys?
34. Do you have any ditch bottom inlets and if so, pay close attention to sizes of pipes and the need for riser sections to allow adequate depth for throats when using pipes over 36"? (Watch out for top slabs without riser sections. 14" slot from finished top elevation is typical. Check Indexes for use of aprons and proper layout).
35. Are inlet grates installed properly? Do control structures have proper weir/invert elevations per plan/shop drawings and do they have chains securing the grates?

Stormwater Management Facilities Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

Yes	No	N/A	Notes

1. Are all Permits secured (i.e., SJRWMD, City, County, ACOE, etc.)?
2. Have all Drainage Structure/Material Submittals been reviewed (i.e., for control structures or cutoff walls and liners)?
3. Has the Erosion/Boundary Protection (silt fence or staked turbidity barriers) been inspected before construction begins?
4. Is staking in place before construction starts? Do you and the Contractor know what offset/grade the surveyor has established? (Check minimum top of bank elevations and make sure all agree on elevation. Many ponds are now excavated using GPS and no stakes will be present.)
5. Has site been cleared and grubbed thoroughly before excavation begins?
6. Has the Dewatering system (i.e., rim ditching or sock) been inspected to confirm no turbid discharges? Has a Geotech sampled the discharged water for contamination and is it being monitored by CEI for turbidity (suspended solids)?
7. Have you reviewed the Import/Export operations with the contractor for any needed soil tracking prevention devices and maintenance of roads/haul routes?
8. Is there a designated approved stockpile area and if so, is it protected with silt fence and will it need to be stabilized with temporary grass?
9. Have you inspected the drainage pipe, inlets, and control structures before installation?
10. Have you inspected the pond slopes to confirm that 4 to 1 slopes are being constructed?
11. Are you aware if 2:1 slopes will be utilized below NWL? (Know where they can begin and at what depth of water.
12. If pond side slopes above NWL are steeper than 4:1, is the pond fenced?

Water Main Installation Checklist

Date:_____

Project Name:_____ ETM Project No.:_____

Project Inspector:_____ Project Engineer:_____

	Yes	No	N/A	Notes
1. Are you and the contractor familiar with all recent DEP minimum horizontal separation and vertical clearance requirements? Do you have a copy of the most recent JEA, SJCUD or Agency Standards?				
2. Do all materials to be installed conform to the agency requirements (blue pipe)? Is the material being installed clean and free of defects?				
3. Are the tracer wire and locate wire boxes being installed in accordance with the plan specifications and at any additional splice locations?				
4. Are the locate wire boxes set over the pipelines with #57 stone in the bottoms of the boxes? Can be moved off pipeline with agency approval if conflict with sidewalk or some other above ground issue presents itself (if conflict with sidewalk or other ground issue presents itself, contact utility agency for approval).				
5. Is the material being handled and stored in a way to prevent damage? Sun/UV protection from fading?				
6. Are the pipes being kept free of dirt and debris during installation using plugs or bags at ends of pipes as necessary? Is there clean water available to wipe dirt from pipe joint connection?				
7. Does the agency require marking tape over the pipe run?				
8. Have you cross-referenced the sidewalk plans with the locations of the valves, tracer wire boxes and meter boxes? Keep boxes and valves all in walks or all out and not on edges if possible.				
9. Is all unsuitable material removed from the pipe trench and is suitable material being utilized?				
10. Is the pipe being homed to the designated line on the next section of pipe? (do not allow contractors to over home pipe or excessively use the pipe lining or pry bar) Over homed pipe can burst during pressure testing.				
11. Are the bell restraints and mega lugs being installed in accordance with the plan/agency specifications (see restraint schedule)?				

Water Main Installation

	Yes	No	N/A	Notes
12. Is the pipe being installed within minimum deflection limits? Use fittings per plan or as needed.				
13. Is the contractor installing the main with the correct clearances between other utilities and storm drain? See DEP clearance sheet in this manual.				
14. Is the backfill being placed and compacted in lifts as specified by the agency requirements?				
15. Is the cover over the pipes in accordance with agency requirements? Typically 36" under pavement and 30" in the right of ways				
16. Are locations and elevations of all fittings, valves and pipe being recorded every 100' and marked for as-built documents?				
17. Is the Contractor aware of latest as-built requirements and is the survey as-built information being properly collected by the contractor?				
18. Are all fire hydrants being installed plum and facing the nearest roadway? Do the hydrants meet the required clearances from sidewalks and back of curb. Are weep holes being properly encased in stone?				
19. Are the fire hydrants being installed out of sidewalks and is the Contractor utilizing limited space fittings/alignment if necessary?				
20. Are all fire hydrants painted in accordance with agency requirements? (Yellow, White, Silver, Red or Other)				
21. Are all valve risers marked and painted in accordance with agency requirements? Has the Contractor installed the Brass ID tags in the valve jackets with the locate wire properly threaded inside the jacket?				
22. Are services and meter boxes installed level and at grade with the correct offset and station in accordance with the plan specifications? Have you checked for a water service at all lots especially corner lots and the lift station if applicable and are all the curb stops set flush with the roadside of the meter box Keep services out of easements and driveways.				
23. Is the contractor installing taps and fittings in accordance with agency requirements regarding minimum distance from a bell or other fitting?				
24. Is the contractor using a temporary plug at the end of their pipe at the end of each day's production?				

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Tab 7

WORKLOAD CAPACITY

7 WORKLOAD CAPACITY

AVAILABILITY OF PERSONNEL

Given our current workload, ETM is committed to providing the desired professional services in a timely fashion within the specified budget, and is readily available to serve the City of New Smyrna Beach. The personnel listed in this submittal shall be available for and assigned to this project. As depicted on the Workload table below, we have considerable and sufficient resources to address the needs of this contract.

WORKLOAD									
Project	Mike Ruland, PE, Asst. DBIA	Phillip Garcia	Chuck Crossman	Doug Kellum	Jason Preskitt	Chris Parra	Deborah Whitaker	George Miller, PE	Louis Bramblett, PE, DBIA
Poinciana Boulevard Widening and Reconstruction						●	●	●	●
CEI Group 227	●	●			●		●		
SR AIA; SR 5 to Flagler Road/Slope Protection			●						
Bay Street Corridor				●					
Miscellaneous	●	●	●	●	●	●	●	●	●
Availability - (%)	60	100	100	50	100	100	100	50	50

SCHEDULE

The ETM team's current assignments are completing or will be completed prior to the start of the City of New Smyrna Beach project. We always schedule our work effort in relation to the needs of the project increasing and decreasing staff in relation to the ebbs and flows of the contractor's work effort to efficiently manage our budget.

Tab 8

REFERENCES

8 REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Downtown Improvements District, Phase I & II				
Type of Project/Service: Street Improvements				
Address: 75 King Street, St. Augustine, Florida 32085				
Contracting Agency/Client: City of St. Augustine				
Contact Name and Phone #: Reuben Franklin, PE / (904) 825-1040				
Contact Email Address and Fax #: RFranklin@citystaug.com, N/A				
Contract Amount: $3.5 Million	Start Date: 2015		End Date: 2024	
Project #2:				
Project Name: CEI Group 138 - SR 50 from SR 429 to East of West Oaks Mall				
Type of Project/Service: Widening and Reconstruction				
Address: 719 South Woodland Boulevard, DeLand, Florida 32720				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Carlton Daley / (321) 319-8129				
Contact Email Address and Fax #: carlton.daley@dot.state.fl.us, N/A				
Contract Amount: $37 Million	Start Date:	2015	End Date:	2018
Project #3:				
Project Name: SR 430 Complete Streets				
Type of Project/Service: Milling and Resurfacing				
Address: 719 South Woodland Boulevard, DeLand, Florida 32720				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Rick Coe / (386) 740-3490				
Contact Email Address and Fax #: Frederick.Coe@dot.state.fl.us, N/A				
Contract Amount: $1.4 Million	Start Date:	2021	End Date:	2022

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #4:				
Project Name: SR 15 (US 17)				
Type of Project/Service: Roundabout				
Address: 719 South Woodland Boulevard, DeLand, Florida 32720				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Glenn Raney / (386) 740-3524				
Contact Email Address and Fax #: Michael.Raney@dot.state.fl.us, N/A				
Contract Amount: $15 Million	Start Date: 2023		End Date: Ongoing	
Project #5:				
Project Name: Howland Boulevard				
Type of Project/Service: Widening and Reconstruction				
Address: 123 West Indiana Avenue, DeLand, Florida 32720				
Contracting Agency/Client: Volusia County				
Contact Name and Phone #: Wayne Jackson / (386) 736-2700				
Contact Email Address and Fax #: WJackson@volusia.org, N/A				
Contract Amount: $13 Million	Start Date:	2019	End Date:	2023
Project #6:				
Project Name: Poinciana Boulevard Widening and Reconstruction				
Type of Project/Service: Widening and Reconstruction				
Address: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741				
Contracting Agency/Client: Osceola County				
Contact Name and Phone #: Rene Laporte / (321) 284-6889				
Contact Email Address and Fax #: Rene.Laporte@osceola.org				
Contract Amount: $80 Million	Start Date: 2023		End Date: Ongoing	

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #7:		
Project Name: SR 200 Reconstruction		
Type of Project/Service: Roadway Reconstruction		
Address: 218 Edison Avenue, Jacksonville, Florida 32204		
Contracting Agency/Client: FDOT District 2		
Contact Name and Phone #: Jessica Tippett, PE / (904) 360-5504		
Contact Email Address and Fax #: Jessica.Tippett@dot.state.fl.us, N/A		
Contract Amount: $66 Million	Start Date: 2015	End Date: 2021

LETTERS OF REFERENCE

On the following pages, you will find references for projects of similar magnitude requested by this RFP.

REFERENCE NO. 1

Client: City of St. Augustine
Contact: Reuben Franklin, PE
Phone: (904) 825-1040
Email: RFranklin@citystaug.com

DOWNTOWN IMPROVEMENTS DISTRICT

Location: St. Augustine, Florida
Project Type: CEI Services, Street Improvements
Value: $3.5 Million

Description of All Services Provided:
ETM was contracted by the City of St. Augustine to provide professional engineering services related to the refurbishment of streets in the downtown historic area in preparation for the City's 450th Commemoration Celebration. Efforts included a detailed design and engineering of roadways, water and sewer piping, stormwater/drainage, lighting, hardscapes, utilities, and construction inspection/ coordination.

Phase 1 of this contract included Spanish Street, Hypolita Street, and Treasury Street. ETM was also responsible for the CEI services monitoring and inspecting the construction contracts to ensure that the projects are constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. For Phase 2, ETM was responsible for the design and permitting for the reconstruction of the three streets (Cuna Street, Tolomato Lane, and Spanish Street) and the associated utilities in the Downtown St. Augustine Historic District to match the newly adopted streetscape guidelines. This project included roadway and drainage design, utility design and coordination, signing, and temporary traffic control.







REFERENCE NO. 2

Client: FDOT District 5
Contact: Carlton Daley
Phone: (321) 319-8129
Email: carlton.daley@dot.state.fl.us

CEI GROUP 184 - SR 50 FROM SR 429 TO EAST OF WEST OAKS MALL

Location: DeLand, Florida
Project Type: CEI Services, Widening/Reconstruction
Value: $25 Million

Description of All Services Provided:
Group 138 consists of the widening and reconstruction of approximately 2.5 miles of an existing 5-lane rural facility to a 6-lane divided urban section along SR 50 from SR 429 to East of the West Oaks Mall in Orange County. The project included the construction of two new 61'-wide by 251'-long bridges at Lake Bennett with 10 spans each, Florida I-36 beams with continuous CIP decks, 1.3'-thick cast-in-place slabs and 18" square prestressed concrete pile foundations, bridge structures (.047 miles) over Lake Bennett and installing roadway lighting, signalization, signing, and pavement markings, and drainage improvements. The project also involved utility relocation and improvements to the City of Ocoee wastewater collection, wastewater transmission, reclaimed water distribution, and water distribution systems. Mr. Ruland served as Senior Project Engineer and supervised all the Inspectors and was responsible for the overall inspection of the roadway and bridge construction. He was also responsible for the sampling and tracking of all construction materials, asphalt, concrete, earthwork, and any other construction materials.



LETTERS OF REFERENCE

REFERENCE NO. 3

Client: FDOT District 5
Contact: Rick Coe
Phone: (386) 740-3490
Email: Frederick.Coe@dot.state.fl.us

SR 430 COMPLETE STREETS

Location: DeLand, Florida
Project Type: CEI Services, Milling and Resurfacing
Value: $1.4 Million

Description of All Services Provided:
This project consisted of milling and resurfacing SR 430 between the bridge approach west of Halifax Avenue to SR A1A in Volusia County. Work included clearing and grubbing, concrete curb and gutter, sidewalks, milling and resurfacing, landscaping, roadway striping, highway signing, lighting, signal improvements, and the implementation of the innovative Zicla Curb for bicycle safety.

This project was nominated by FDOT District 5 for Florida Transportation Builders' Association's "Best in Construction." The project was completed on schedule, and the final CEI amount was more than $100,000 under the contracted budget.









LETTERS OF REFERENCE

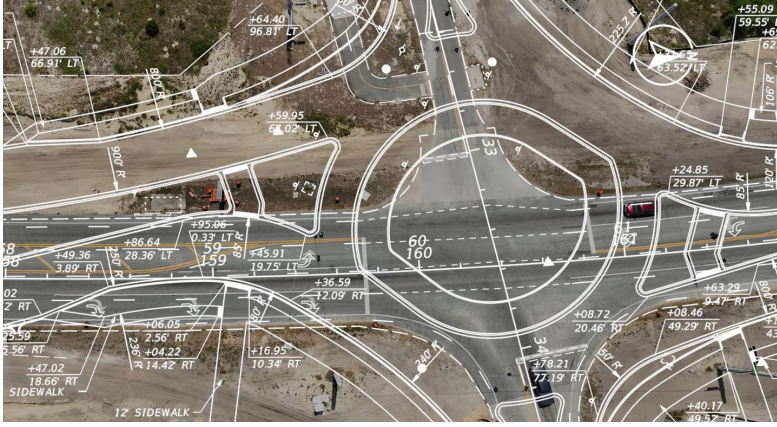
REFERENCE NO. 4

Client: FDOT District 5
Contact: Glenn Raney
Phone: (386) 740-3524
Email: Michael.Raney@dot.state.fl.us

SR 15 (US 17) ROUNDABOUT

Location: DeLand, Florida
Project Type: CEI Services, Roundabout
Value: $15 Million

Description of All Services Provided:
This roundabout project included federal funding which requires compliance tracking. It also includes 194,600 CY of excavation, 49,200 CY of embankment, 13,500 TN's of paving, 6,700 LF of pipe, and box culvert extensions. Construction involved detours, pedestrian MOT and the installation of a multi-use path.







REFERENCE NO. 5

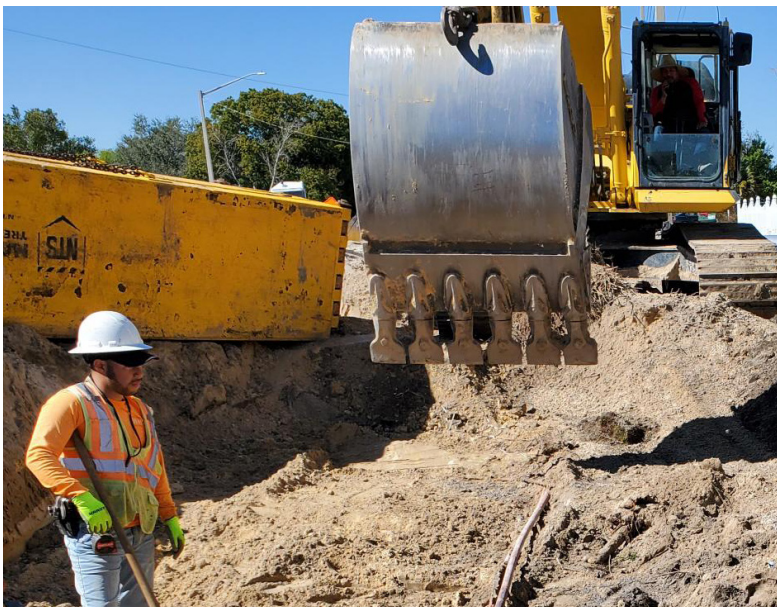
Client: Volusia County
Contact: Wayne Jackson
Phone: (386) 736-2700
Email: WJackson@volusia.org

HOWLAND BOULEVARD

Location: Volusia County, Florida
Project Type: CEI Services
Drainage, Utility, Roadway
Value: $13 Million

Description of All Services Provided:
ETM provided CEI services for the Howland Boulevard Widening project in Volusia County. Services for this project include contract administration, inspection, materials sampling, and testing coordination, all managed by field staff, which involved the widening from a 2-lane to 4-lane urban facility from Elkcam Boulevard to Providence Boulevard (approximately 2.2 miles). This project included the construction of stormwater ponds and closed drainage systems, a detour for the construction in the City of Debary and special shoring for the protection of the power poles. The project required Utility coordination with multiple agencies (The City of Debary, Florida Power, and Volusia County) and communication with the public to resolve property owner issues. ETM completed this project under budget.









LETTERS OF REFERENCE

REFERENCE NO. 6

Client: Osceola County
Contact: Rene LaPorte
Phone: (321) 284-6889
Email: Rene.Laporte@osceola.org

POINCIANA BOULEVARD WIDENING AND RECONSTRUCTION

Location: Kissimmee, Florida
Project Type: CEI Services, Widening/Reconstruction
Value: $80 Million

Description of All Services Provided:
This 6-mile widening, and reconstruction project converts a 2-lane rural roadway into a 4-lane divided facility with curb and gutter, bicycle lanes and 10' sidewalk along the current alignment. A 30" TOHO water line and 16" FM installation is included along the length of the corridor. This project provides a continuous 4-lane divided roadway from US 17/92 to Pleasant Hill Road, improving capacity in the area. The project will include signalization, lighting, stormwater ponds, and ITS components, in addition to roadway and drainage improvements.







LETTERS OF REFERENCE

REFERENCE NO. 7

Client: FDOT District 2
Contact: Jessica Tippett, PE
Phone: (904) 360-5504
Email: Jessica.Tippett@dot.state.fl.us

SR 200 RECONSTRUCTION

Location: Jacksonville, Florida
Project Type: CEI Services, Roadway Reconstruction
Value: $66 Million

Description of All Services Provided:
This project scope includes the reconstruction of 5.5 miles of 4-lane rural to a 6-lane urban arterial roadway including the replacement of the mainline bridges over Lofton Creek. The conversion to a curb and gutter section requires a higher profile grade line in order to capture and convey drainage to 9 ponds. The main drainage trunk line will run on the north side. Other incidental work on this project includes box culvert extensions, 28 new mast arms/ drilled shafts supported 9 interconnected signalized intersections actuated by advanced traffic loops and video detection, and two 790' directional drill at Lofton Creek to replace both the water and sewer mains that are currently attached to the existing bridges.





Tab 9

FINANCIAL STABILITY/LITIGATION

9 FINANCIAL STABILITY/ LITIGATION

ETM is a privately-owned Florida corporation headquartered in Jacksonville, Florida. The leadership of ETM is dispersed among 7 Executive Vice Presidents and the ownership is shared among 33 shareholders. In our 48-year history, there has never been an unexpected change in ownership or leadership. ETM has never filed bankruptcy and has a strong credit rating of 3A1. ETM is financially stable and has the necessary resources, both human and financial, to provide the services at the level required by the City of New Smyrna Beach.

Neither ETM nor our subconsultants have failed to complete any contracted work. ETM does not have any outstanding debt and has a strong credit rating of 3A1.

ENGLAND, THIMS & MILLER, INC.

Tradestyle(s): ETM

ACTIVE HEADQUARTERS

Address: 14775 Old Saint Augustine Rd, Jacksonville, FL, 32258, UNITED STATES

Alerts:

SCORES AND RATINGS

Max. Credit Recommendation	PAYDEX® Score	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US$ 38,000	67	8	81	5
	LOW-MODERATE RISK	HIGH RISK	LOW-MODERATE RISK	MODERATE RISK

COMPANY PROFILE

D-U-N-S
09-783-0251

Business Form
Corporation (US)

Date Incorporated
September 26, 1977

State of Incorporation
Florida

Mailing Address
United States

Telephone
(904) 642-8990

Website
www.etminc.com

Annual Sales
US$ 28,942,904

Employees
128 (106 here)

Age (Year Started)
45 years (1977)

Named Principal
NORMAN H. MATHEWS, CEO

Current Rating as of 03-16-2020

Employee Size	Risk Indicator
1R : 10 employees and over	2 : Low Risk

Previous Rating

Financial Strength	Risk Indicator
3A : US$1,000,000 to US$9,999,999 in Net Worth or Equity	1 : Very Low Risk

LITIGATION HISTORY

Listed below is ETM's litigation history for the past 5 years.

Project: Cobblestone Publix v. May

- Case Number: 162018CA006979XXXXMA
- Alleged Claim: Slip and Fall
- Final Outcome: Settled out of court
- Date Settled: May 2021

Project: Stonehaven at Aberdeen; Stonehaven HOA

- Case Number: 2020-CA-000662-A-000xx
- Alleged Claim: Construction Defects
- Final Outcome: Pending
- Date Settled: N/A

Project: Posley [Donetia as PNG Jamael Butler, a minor] v. Jackson, Butler

- Case Number: 162020CA000236XXXXMA
- Alleged Claim: Negligence
- Final Outcome: Settled out of court
- Date Settled: February 2021

England, Thims & Miller, Inc. v. Honan Development, LLC

- Amount: $45,000
- Alleged Claim: England, Thims & Miller, Inc. sued Honan Development, LLC for non-payment
- Final Outcome: N/A
- Date Settled: N/A

England, Thims & Miller, Inc. v. Montevilla at Bartram Lakes Association

- Amount: $TBD
- Alleged Claim: Construction Defects
- Final Outcome: Pending
- Date Settled: Pending

Listed below is ECS Florida, LLC's litigation history for the past 5 years.

Style of Suit	Jurisdiction/ Docket No.	Status	Brief Explanation of Facts	ECS Office	Filed
TBR/Riverside Jacksonville, LLC v. Ellis & Associates, et al	Fourth Judicial Circuit (FL) Ct	Dismissed on Appeal	Allegations that a Phase I Environmental Study didn't discover a hidden UST	Jacksonville	November 2019
Nguyen, et al. v Valmax Investments and Developments, LLC, et al.	Thirteenth Judicial Circuit (FL) Ct	Settled	Allegations of negligent misrepresentation	Tampa	March 2022
Johnson v. New Leaf Construction, et al	Fourth Judical Circuit (FL) Ct	In Discovery; Mediation Scheduled	Non-specific allegations of breach of contract, neglience, indemnity, and Building Code violations.	Jacksonville (Ellis)	April 2023
USF SPE DE, LLC v. The Favergray Company	Thirteenth Judicial Circuit (FL) Ct	Multiparty Mediation Scheduled	Allegations of failure to properly inspect balcony railing installation	Tampa	June 2023
PRC II/CC Midtown Tampa Owner LLC, et al v. ECS Florida, LLC	Thirteenth Judicial Circuit (FL) Ct	Motion to Dismiss Pending	Allegations that special inspection failed to indentify out-of-scope issues in ventilation shaft and use of improper materials	Tampa	October 2023
Caballes, et al. v. East Lake R2G Owners, LLC, et al.	Sixth Judicial Circuit (FL) Ct	Dismissed as the wrong party	Allegations related to curbing resulting in death from gas pump fire. Plaintiff determined ECS was the wrong party.	Tampa	November 2023
Merlia v. East Lake R2G Owners, LLC, et al.	Sixth Judicial Circuit (FL) Ct	Dismissed as the wrong party	Allegations related to curbing resulting in death from gas pump fire. Plaintiff determined ECS was the wrong party.	Tampa	February 2024
RSR Holdings, Inc. v. 551 Central, LLC, et al.	Sixth Judicial Circuit (FL) Ct	Recently served	Allegations related to damages to adjacent structure	Tampa	May 2024

We have not included collection and lien actions filed by ECS which do not involve counterclaims, claims that are less than $50,000, or any bankruptcy or personnel matters.

First Citizens Bank

January 22, 2025

RE: Banking Reference Letter

England, Thims & Miller, Inc.
14775 Old Saint Augustine Road
Jacksonville, FL 32258-2463

Dear Sir or Madam:

England, Thims & Miller, Inc., has been a valued client of First Citizens Bank since June 2004. Our experience with the company has been very positive and accounts have been handled with the utmost professionalism.

The company current maintains a depository relationship with First Citizens. Deposit accounts include commercial checking, with average balances in the low to mid seven figure range.

First Citizens Bank is prepared to expand our credit relationship with the company, should the need arise subject to typical bank approval requirements.

If I can be of further assistance, please contact me at (904)996-4741.

Sincerely,

Mike Brock/an

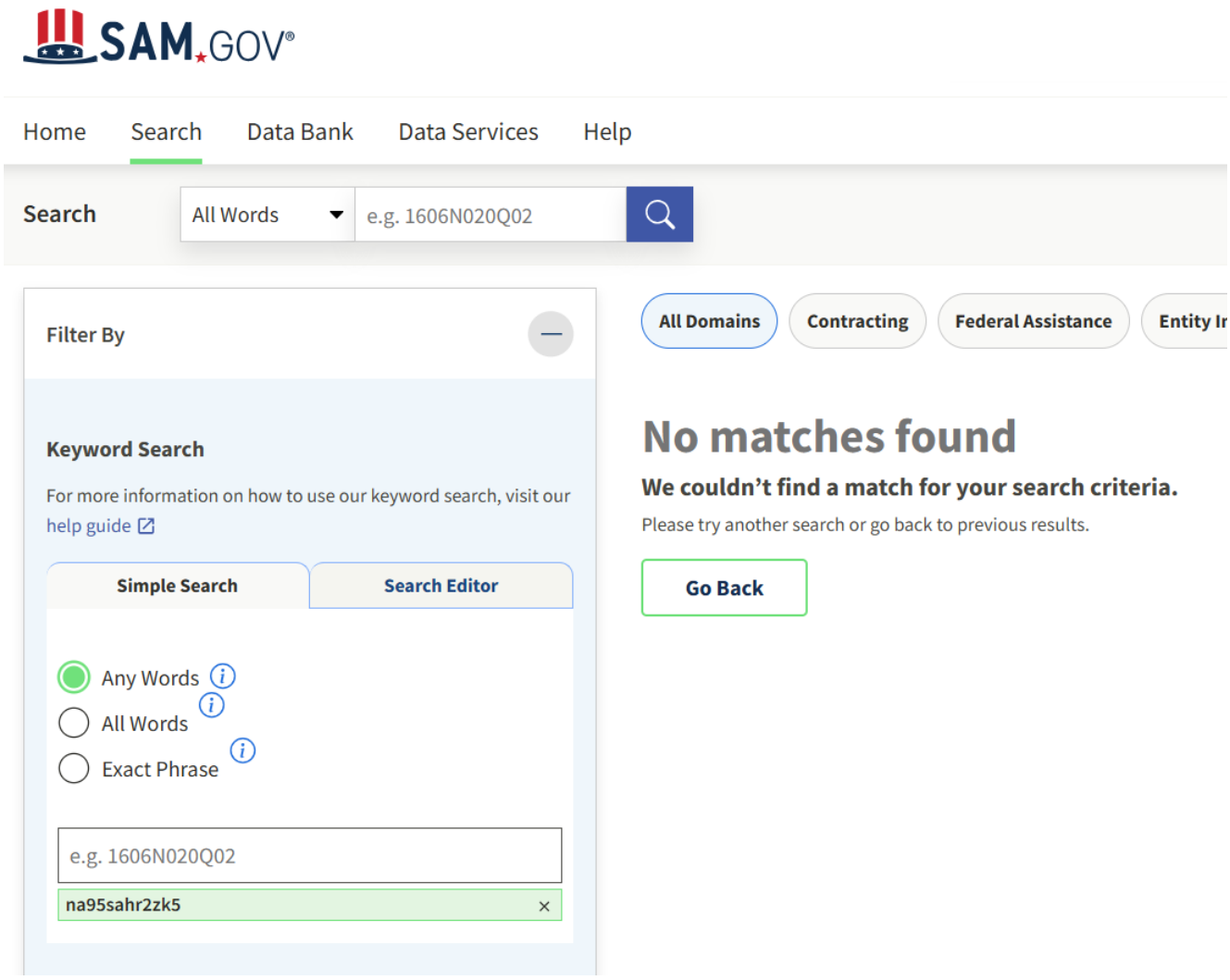
Mike Brock
Business Sales Representative
mike.brock@firstcitizens.com
904.996.4741 phone
904.739.0784 fax
904.803.4825 mobile

Tab 10

SAMS & DIVISION OF CORPORATE REGISTRATION

10 SAMS & DIVISION OF CORPORATE REGISTRATION

England, Thims & Miller's SAM Registration No. is NA95SAHR2ZK5 - below is evidence that we have no active exclusions.



Detail by Entity Name

Florida Profit Corporation
ENGLAND, THIMS & MILLER, INC.

Filing Information

Document Number	547560
FEI/EIN Number	59-1773930
Date Filed	09/26/1977
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/06/2006
Event Effective Date	NONE

Principal Address

14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Changed: 01/19/2007

Mailing Address

14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Changed: 01/19/2007

Registered Agent Name & Address

MATHEWS, NORMAN H
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Name Changed: 01/17/2014

Address Changed: 01/06/2010

Officer/Director Detail

Name & Address

Title Founder, Secretary, Director

MILLER, DOUGLAS C.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title Chairman, Director

MATHEWS, NORMAN H.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

Barnett, Shawn K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

WILLIAMS, BUCKLEY K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

MAGGIORE, MATTHEW S.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

Barnett, Shawn K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

WILLIAMS, BUCKLEY K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

MAGGIORE, MATTHEW S.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

Weeber, Bradley L.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title CEO, President, Director

Mathews, Tyler J.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title CFO, Treasurer

Wilkey, Christopher K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

Holley, Andrew A.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

Miller, George R.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title Chief Administrative Officer

Warren, Christopher L.
14775 Old Saint Augustine Rd
Jacksonville, FL 32258

Title VP, Director

Soderholm, Karl M.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Annual Reports

Report Year	Filed Date
2023	01/04/2023
2024	04/04/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
04/04/2024 -- ANNUAL REPORT	View image in PDF format
01/05/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/04/2023 -- ANNUAL REPORT	View image in PDF format

Tab 11

REQUIRED FORMS

11 REQUIRED FORMS

City of New Smyrna Beach

Proposal Response

Title of Project Name: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Project ID: **09-25-ENG**

Company Name: England, Thims & Miller, Inc.

Print Authorized Officer Name & Title: George Miller, PE

Signature Authorized Officer: George R. Miller

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sams.Gov Registration	✓

City of New Smyrna Beach

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
George Miller, PE	Executive Vice President	(904) 376-6335

George Miller, PE
Print Name


Executive Vice President
Signature/Title)

England, Thims & Miller, Inc.
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture ✓ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 59-1773930

VENDOR INFORMATION

BID #:	RFP 09-25-ENG
BID TITLE:	Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Respondent Information	
Company Name: England, Thims & Miller, Inc.	Federal Employer Identification Number or SS Number: 59-1773930 DUN Number: 09-783-0251
Mailing Address: 14775 Old St. Augustine Road	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code: Jacksonville, Florida 32258	Incorporated in the State of: Florida
Corporate Address: 14775 Old St. Augustine Road	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code: Jacksonville, Florida 32258	State of Florida Department of State Certificate of Authority Document No: 547560
Telephone No.: (904) 642-89900	
Email Address: MillerG@etminc.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Tyler Mathews, PE
~~Vice President:~~ Executive Vice President: George Miller, PE
Secretary: Doug Miller, PE
Treasurer: Chris Wilkey
Other: _____
Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

George R. Miller
Authorized Signature

George Miller, PE
Printed Name

Title: Executive Vice President

Date: March 25, 2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: March 25, 2025

VENDOR NAME: England, Thims & Miller, Inc.

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: CEI Services

DEPARTMENT: CEI

PREPARED BY: George Miller, PE

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
14775 Old St. Augustine Road	14775 Old St. Augustine Road	14775 Old St. Augustine Road
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
Jacksonville, Florida	Jacksonville, Florida	Jacksonville, Florida
CITY/STATE	CITY/STATE	CITY/STATE
32258	32258	32258
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: George Miller, PE

E-MAIL: MillerG@etminc.com

OFFICE PHONE: (904) 376-6335

FAX: (904) 646-9485

MOBILE PHONE: (904) 837-0000

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ENGLAND, THIMS & MILLER, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

14775 OLD ST. AUGUSTINE ROAD

6 City, state, and ZIP code

JACKSONVILLE, FL 32258

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	7	7	3	9	3	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/6/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

England, Thims & Miller, Inc.

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Executive Vice President

OFFICER TITLE

March 25, 2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR 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."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

George R. Miller Executive Vice President

Authorized Signature and Title

Date: March 25, 2025

George Miller, PE, Executive Vice President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # 09-25-ENG described as:

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements.

England, Thims & Miller, Inc.
Firm

March 25, 2025
Date

George R. Miller Executive Vice President
Authorized Signature and Title

George Miller, PE, Executive Vice President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with 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. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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

George R. Miller

Authorized Signature

Date: March 25, 2025

George Miller, PE / Executive Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by George Miller, PE, Executive Vice President
(Print Individual's Name and Title)
for England, Thims & Miller, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 14775 Old St. Augustine Road, Jacksonville, Florida 32258

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1773930

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

George R. Miller
(Signature)

Sworn and subscribed before me this 25th day of March, _____.

Personally known X

OR produced identification _____

_____
(Type of Identification)

C. M.
(Notary)

Notary Public State of Florida

My commission expires: Sept 6, 2026

CHRISTINA MICHELLE NORRIS
Notary Public - State of Florida
Commission # HH 281147
My Comm. Expires Sep 6, 2026
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Duval

George Miller, PE, being first duly sworn, deposes and says that:

He/she is Executive Vice President of England, Thims & Miller, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

George R. Miller

Signed

Executive Vice President

Title

Subscribed and sworn to before me this 25th day of March, 2025.

Title

My Commission Expires: Sept. 6, 2026

CHRISTINA MICHELLE NORRIS
Notary Public - State of Florida
Commission # HH 281147
My Comm. Expires Sep 6, 2026
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: England, Thims & Miller, Inc.

Consultant E-Verify Registration Number: 571783

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: George R. Miller

Print Name: George Miller, PE

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this

25th Day of March, 2025. She/He is personally known to me or has produced

_____ As identification.

CHRISTINA MICHELLE NORRIS
Notary Public - State of Florida
Commission # HH 281147
My Comm. Expires Sep 6, 2026
Bonded through National Notary Assn.

C. Norris

Notary Public

My commission expires: 9/6/26

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: England, Thims & Miller, Inc.

Authorized Signature: George R. Miller Date: March 25, 2025

Printed Name: George Miller, PE

Title: Executive Vice President

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of March, 2025, by George Miller, PE, as Executive Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

CHRISTINA MICHELLE NORRIS
Notary Public - State of Florida
Commission # HH 281147
My Comm. Expires Sep 6, 2026
Bonded through National Notary Assn.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: Sept. 6, 2026

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Jacksonville

Before me, the undersigned authority, personally appeared George Miller, PE

who was duly sworn, deposes, and states:

1. I am the Executive Vice President of England, Thims & Miller, Inc. with a local office in Ormond Beach, Florida (City & State) and principal office in Jacksonville, Florida (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 09-25-ENG,** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

George Miller, PE
Typed Name

George R. Miller
Signed

Executive Vice President
Title

March 25, 2025
Dated

Sworn to and subscribed before me this 25th day of March 2025.

Personally known × OR produced identification ____. Identification type:

Notary Public: State of Florida County of Duval

Christina Norris
Printed, typed, or stamped commissioned name of notary public

My commission expires: Sept. 6, 2026

CHRISTINA MICHELLE NORRIS
Notary Public - State of Florida
Commission # HH 281147
My Comm. Expires Sep 6, 2026
Bonded through National Notary Assn.

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☒ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	14775 Old St. Augustine Road, Jacksonville, Florida 32258	
Federal I.D. Number	59-1773930	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: England, Thims & Miller, Inc.

Mailing Address: 14775 Old St. Augustine Road, Jacksonville, Florida 32258

Telephone Number: (904) 642-8990 Fax Number: (904) 646-9485 E-mail Address: MillerG@etminc.com

George R. Miller | George Miller, PE | 59-1773930

Authorized Signature | Printed Name | FEIN

Executive Vice President | March 25, 2025

Title | Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

State of Florida
Department of State

I certify from the records of this office that ENGLAND, THIMS & MILLER, INC. is a corporation organized under the laws of the State of Florida, filed on September 26, 1977.

The document number of this corporation is 547560.

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 7, 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 Seventh day of February, 2025

Secretary of State

Tracking Number: 4910104579CC

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

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

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: England, Thims & Miller, Inc.

FEIN: 59-1773930

Authorized Representative Name and Title: George Miller, PE / Executive Vice President

Address: 14775 Old St. Augustine Road

City: Jacksonville State: Florida Zip: 32258

Phone Number: (904) 642-8990 Email Address: MillerG@etminc.com

Certified By: George Miller, PE Executive Vice President,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: George R. Miller

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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

George R. Miller Executive Vice President — Date: March 25, 2025

Authorized Signature and Title

George Miller, PE / Executive Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Downtown Improvements District, Phase I & II				
Type of Project/Service: Street Improvements				
Address: 75 King Street, St. Augustine, Florida 32085				
Contracting Agency/Client: City of St. Augustine				
Contact Name and Phone #: Reuben Franklin, PE / (904) 825-1040				
Contact Email Address and Fax #: RFranklin@citystaug.com, N/A				
Contract Amount: $3.5 Million	Start Date: 2015		End Date: 2024	
Project #2:				
Project Name: CEI Group 138 - SR 50 from SR 429 to East of West Oaks Mall				
Type of Project/Service: Widening and Reconstruction				
Address: 719 South Woodland Boulevard, DeLand, Florida 32720				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Carlton Daley / (321) 319-8129				
Contact Email Address and Fax #: carlton.daley@dot.state.fl.us, N/A				
Contract Amount: $37 Million	Start Date:	2015	End Date:	2018
Project #3:				
Project Name: SR 430 Complete Streets				
Type of Project/Service: Milling and Resurfacing				
Address: 719 South Woodland Boulevard, DeLand, Florida 32720				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Rick Coe / (386) 740-3490				
Contact Email Address and Fax #: Frederick.Coe@dot.state.fl.us, N/A				
Contract Amount: $1.4 Million	Start Date:	2021	End Date:	2022

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #4:			
Project Name: SR 15 (US 17)			
Type of Project/Service: Roundabout			
Address: 719 South Woodland Boulevard, DeLand, Florida 32720			
Contracting Agency/Client: FDOT District 5			
Contact Name and Phone #: Glenn Raney / (386) 740-3524			
Contact Email Address and Fax #: Michael.Raney@dot.state.fl.us, N/A			
Contract Amount: $15 Million	Start Date: 2023	End Date: Ongoing	
Project #5:			
Project Name: Howland Boulevard			
Type of Project/Service: Widening and Reconstruction			
Address: 123 West Indiana Avenue, DeLand, Florida 32720			
Contracting Agency/Client: Volusia County			
Contact Name and Phone #: Wayne Jackson / (386) 736-2700			
Contact Email Address and Fax #: WJackson@volusia.org, N/A			
Contract Amount: $13 Million	Start Date: 2019	End Date: 2023	
Project #6:			
Project Name: Poinciana Boulevard Widening and Reconstruction			
Type of Project/Service: Widening and Reconstruction			
Address: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741			
Contracting Agency/Client: Osceola County			
Contact Name and Phone #: Rene Laporte / (321) 284-6889			
Contact Email Address and Fax #: Rene.Laporte@osceola.org			
Contract Amount: $80 Million	Start Date: 2023	End Date: Ongoing	

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #7:		
Project Name: SR 200 Reconstruction		
Type of Project/Service: Roadway Reconstruction		
Address: 218 Edison Avenue, Jacksonville, Florida 32204		
Contracting Agency/Client: FDOT District 2		
Contact Name and Phone #: Jessica Tippett, PE / (904) 360-5504		
Contact Email Address and Fax #: Jessica.Tippett@dot.state.fl.us, N/A		
Contract Amount: $66 Million	Start Date: 2015	End Date: 2021

Addendum 1: March 6, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Would it be possible to obtain a copy of the proposed plans, the letting date, and the estimated construction cost?

   Answer: 100% Plans and Engineer's Cost Estimate have been uploaded in OpenGov. See Attachments E,F,G, and H. Note: Letting date to be determined

2. **Question:** Would the City please clarify how long the contract period is? Page 8 of the RFP states a "Contract period of three (3) years, with the possibility No, for a total of ninety (90) days", however Page 26 and the Draft Contract state "It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission."

   Answer: Section III.E, has been revised to reflect fifteen (15) months.

3. **Question:** Since Dunn & Bradstreet (DUNS) Numbers are no longer used, is it acceptable to provide the City with our Unique Entity Identifier (UEI) instead, since this is the replacement for DUNS?

   Answer: Yes, the UEI of acceptable.

4. **Question:** Upon reading the "Qualifications and Abilities of Project Team" section, item "A" has a 5-page limit, and since "B" is a separate item, could the City please clarify if the resumes are "in addition" to the 5-page limit?

Answer: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

5. **Question:** Would the City please confirm if we are to submit proof of required insurance with our proposal? Page 31 of the RFP states "Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance prior to award. Proof of insurance as prescribed by this document will disqualify your firm, as the top ranking and from further consideration". However, Page 33 of the RFP states "Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal". Is it acceptable to provide our standard ACCORD insurance holder documentation as an attachment to the "Statement of Insurance Compliance" form without naming the additional insured for the form for this submittal response?

   Answer: Section VI, Insurance Requirements has been revised. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission. Submitted proposals shall include a completed Statement of Insurance Compliance form provided as an Attachment C of the solicitation.

6. **Question:** When we clicked on the link for OpenGov on the first page of the RFP, the link takes you to a page with a 404 error; however, the link on page 2 works and the link brings you to the portal. We believe the word "portal" is missing from the link on the first page. Overall, the portal appears to have uploads for several items separate from the "1 full PDF" at the end of the list of "required response" items. Would the City please clarify the language on page 31 to provide 1 full PDF and the information noted on pages 40-42 of the RFP?

   Answer: The correct link is as follows: https://procurement.opengov.com/portal/cityofnsb

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): George Miller, PE Proposer Signature: George R. Miller

England, Thims & Miller, Inc.

Firm Name (Please Print)

Addendum 2: March 14, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Under Section I.A (Summary), paragraph 4 states, "the awarded firm will also conduct the water main inspection for this contract".

   Section IV.A also states, "the awarded firm will provide the water main inspection for this contract". Section V.G (Experience) has a contradictory note that states, "the NSBU staff is responsible for the CEI of Underground and Aboveground utilities" Can the City clarify who will be responsible for the inspection of the underground utilities including density testing, pressure testing, witnessing of taps, line stops, tie-ins to mains, and all other testing required per contract and NSBU?

   Answer: CEI firm selected will provide the water main and sanitary sewer improvements inspection services. NSBU staff will provide in-house electrical inspectors for all overhead to underground electric conversions.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): George Miller, PE Proposer Signature: George R. Miller

England, Thims & Miller, Inc.

Firm Name (Please Print)

Detail by Entity Name

Florida Profit Corporation
ENGLAND, THIMS & MILLER, INC.

Filing Information

Document Number	547560
FEI/EIN Number	59-1773930
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State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/06/2006
Event Effective Date	NONE

Principal Address

14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Changed: 01/19/2007

Mailing Address

14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Changed: 01/19/2007

Registered Agent Name & Address

MATHEWS, NORMAN H
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Name Changed: 01/17/2014

Address Changed: 01/06/2010

Officer/Director Detail

Name & Address

Title Founder, Secretary, Director

MILLER, DOUGLAS C.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title Chairman, Director

MATHEWS, NORMAN H.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

Barnett, Shawn K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

WILLIAMS, BUCKLEY K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

MAGGIORE, MATTHEW S.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

Barnett, Shawn K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

WILLIAMS, BUCKLEY K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

MAGGIORE, MATTHEW S.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

Weeber, Bradley L.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title CEO, President, Director

Mathews, Tyler J.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title CFO, Treasurer

Wilkey, Christopher K.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP, Director

Holley, Andrew A.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title EVP

Miller, George R.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Title Chief Administrative Officer

Warren, Christopher L.
14775 Old Saint Augustine Rd
Jacksonville, FL 32258

Title VP, Director

Soderholm, Karl M.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258

Annual Reports

Report Year	Filed Date
2023	01/04/2023
2024	04/04/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
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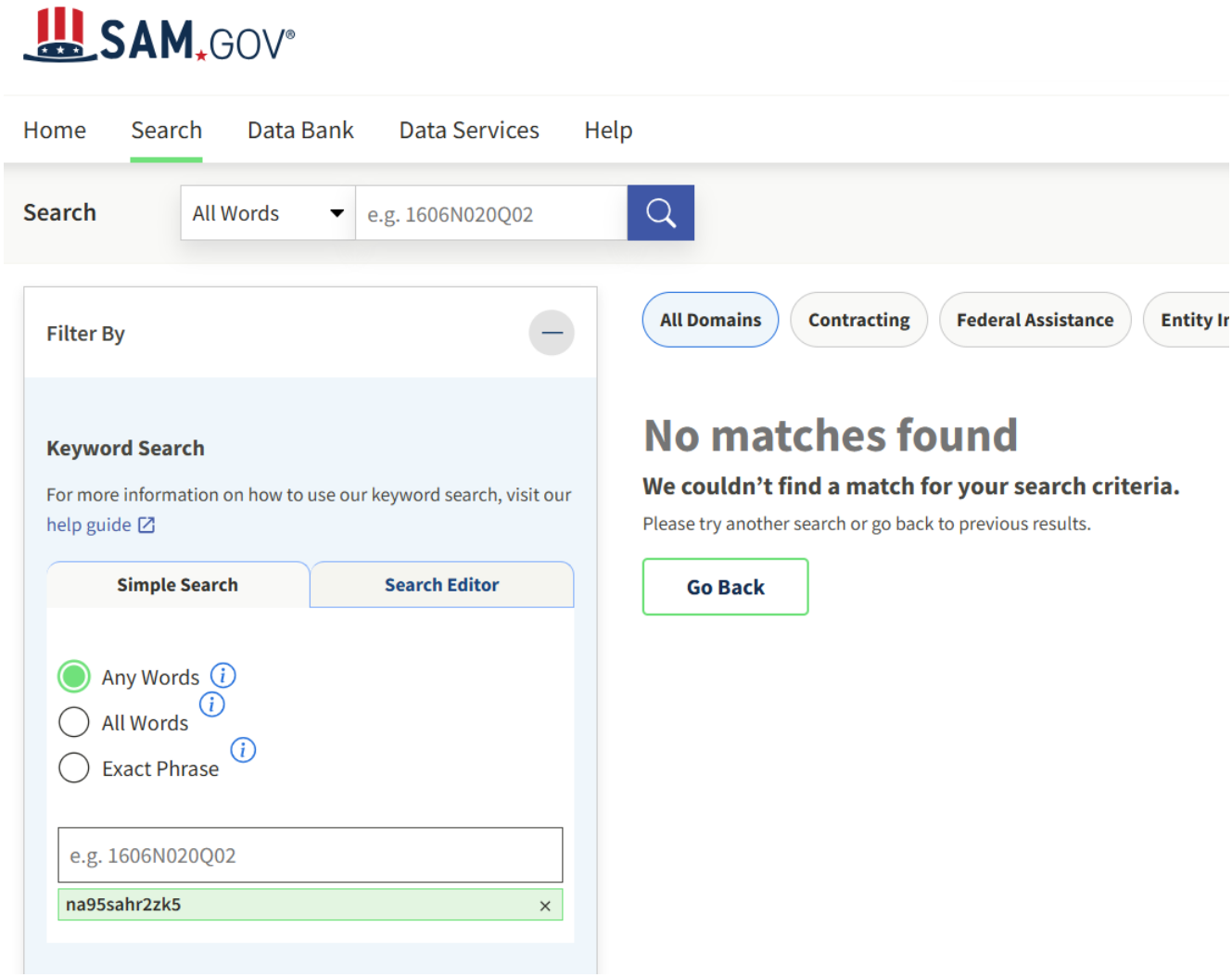

England, Thims & Miller's SAM Registration No. is NA95SAHR2ZK5 - as shown above, we have no active exclusions.

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 30, 2024

Scott Graham, Vice President
ETM SURVEYING & MAPPING, INC.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Dear Mr. Graham:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

8.1 Control Surveying
8.2 Design, Right of Way & Construction Surveying
8.3 Photogrammetric Mapping
8.4 Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense
226.33%	1.915%	Reimbursed	3.00%

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 19, 2024

Joe Champion, President
ECS FLORIDA, LLC
11554 Davis Creek Court
Jacksonville, Florida 32256

Dear Mr. Champion:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

9.1 Soil Exploration
9.2 Geotechnical Classification Laboratory Testing
9.3 Highway Materials Testing
9.4.1 Standard Foundation Studies
9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
9.5 Geotechnical Specialty Laboratory Testing

10.1 Roadway Construction Engineering Inspection
10.3 Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 21, 2024

Chaitali Prajapati, Member
PI CONSULTING SERVICES, LLC
711 Ciara Creek Cove, Suite 1009
Longwood, Florida 32750

Dear Ms. Prajapati:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

10.1 Roadway Construction Engineering Inspection
10.3 Construction Materials Inspection
10.4 Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 4, 2024

Andrea Jernigan-Gwinn, President
CIVIL/SITE ENGINEERING, INC.
1645 North Maitland Avenue
Maitland, Florida 32751

Dear Ms. Jernigan-Gwinn:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

5.1 Conventional Bridge Inspection

10.1 Roadway Construction Engineering Inspection
10.3 Construction Materials Inspection
10.4 Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
108.80%	99.29%	1.611%	Reimbursed	0.69%	19.42%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

From: Allison Rudd
To: Allison Rudd
Subject: FW: MTN Resources, LLC - approval memo for FYE 12/31/23
Date: Thursday, April 18, 2024 9:37:00 AM
Attachments: image003.png

From: Owens, Jeffrey <Jeffrey.Owens@dot.state.fl.us>
Sent: Tuesday, April 16, 2024 12:25 PM
To: Marla Nance <mnance@mtnresources.com>
Cc: Kell, Carliayn <Carliayn.Kell@dot.state.fl.us>; Walls, Kelly <Kelly.Walls@dot.state.fl.us>; Cook, Jonathan <Jon.Cook@dot.state.fl.us>
Subject: MTN Resources, LLC - approval memo for FYE 12/31/23

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

This Office has completed a review of the audit report information submitted by MTN Resources, LLC for the period ending December 31, 2023. The rates we have accepted are listed below. This approval allows the Consultant to pursue contracts in excess of the $500,000 threshold. ***This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.***

REVIEW OF AUDIT REPORT

CONSULTANT NAME	MTN Resources, LLC	*F/Y Ended*	12/31/23	*Rate Expiration Date*	7/1/25
CPA'S NAME	Chinye & Company, CPA, PA	*DATE of RECEIPT*	4/16/24	*AUDIT DATE*	3/29/24

REPORT STATUS

ACCEPTED	*REJECTED*	*OT PREMIUM*	*Reimb. Actual Expenses*
X		Reimbursed (Excl or Reimb)	NO

COST BASED RATES

OVERHEAD		DIRECT EXPENSE			
Home	*Field*	*Home*	** Field*	*FCCM*	*Published Fee Schedule*
	120.80%		2.44%	1.026%	NO

* Includes No Rent or Utilities

Jeffrey B. Owens
Procurement Office
Florida Department of Transportation
850-414-4539
jeffrey.owens@dot.state.fl.us



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RULAND, MICHAEL BRENT
6850 FORKMEAD LANE
PORT ORANGE FL 32128

LICENSE NUMBER: PE58160
EXPIRATION DATE: FEBRUARY 28, 2027
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Melanie S. Griffin, Secretary

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GARCIA, PHILLIP SERGIO
737 E. ALFRED STREET
TAVARES FL 32778

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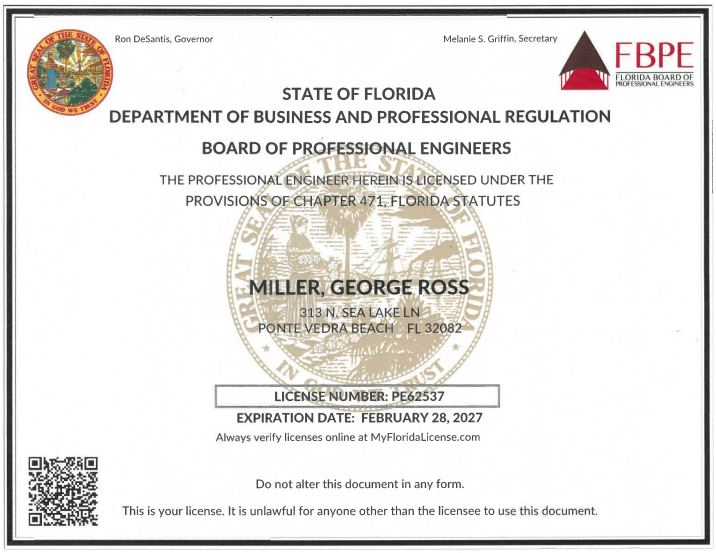

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BOARD OF PROFESSIONAL ENGINEERS

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MILLER, GEORGE ROSS
313 N. SEA LAKE LN
PONTE VEDRA BEACH FL 32082

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BRAMBLETT, LOUIS J.
1839 COLLINS LANDING RD
TALLAHASSEE FL 32310

LICENSE NUMBER: PE45158
EXPIRATION DATE: FEBRUARY 28, 2027
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CTQP Training History Report

Report for: Michael Ruland
TIN: R45354270
Report Date: 03/25/2025

Valid Qualifications

Requirement Name	Result	Valid from	Expired on
Quality Control Manager - Written Exam Requirement	PASS	06/05/2002	01/01/2099

CTQP Training History Report

Report for: Phillip Garcia
TIN: G62067788
Report Date: 03/25/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3030859	06/06/2024	06/06/2029
Final Estimates Level 2	3030858	06/06/2024	06/06/2029
QC Manager	N/A	09/17/2013	01/01/2099

CTQP Training History Report

Report for: Douglas Kellum
TIN: K45017962
Report Date: 03/25/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Earthwork Construction Inspection Level 1	2002725	07/15/2020	07/15/2025
Earthwork Construction Inspection Level 2	3010703	05/11/2022	05/11/2027
Final Estimates Level 1	3020350	04/24/2023	04/24/2028
Pile Driving Inspection	2006889	01/13/2021	01/13/2026
QC Manager	N/A	09/12/2012	01/01/2099

CTQP Training History Report

Report for: Charles Crossman
TIN: C33159985
Report Date: 03/25/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3005452	08/17/2021	08/17/2026
Asphalt Paving Level 2	3005451	08/17/2021	08/17/2026
Concrete Field Technician Level 1	3019562	03/29/2023	02/24/2028
Drilled Shaft Inspection	3033087	08/19/2024	08/19/2029
Earthwork Construction Inspection Level 1	3021053	05/10/2023	05/10/2028
Earthwork Construction Inspection Level 2	3027003	01/19/2024	01/19/2029
Final Estimates Level 1	3029522	07/07/2025	04/17/2029
Final Estimates Level 1	2003336	07/07/2020	07/07/2025
Final Estimates Level 2	3029521	07/07/2025	04/17/2029
Final Estimates Level 2	2002920	07/07/2020	07/07/2025
QC Manager	N/A	09/25/2015	01/01/2099

CTQP Training History Report

Report for: Deborah Whitaker
TIN: W32616158
Report Date: 03/25/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3012912	06/21/2022	06/21/2027
Final Estimates Level 2	3012911	06/21/2022	06/21/2027

CTQP Training History Report

Report for: Christian Parra
TIN: P60011094
Report Date: 03/25/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3011092	02/07/2022	02/07/2027
Asphalt Paving Level 2	3011093	02/10/2022	02/10/2027
Concrete Field Technician Level 1	3013759	07/13/2022	09/02/2026
Drilled Shaft Inspection	3014102	07/23/2022	07/23/2027
Earthwork Construction Inspection Level 1	3013105	06/14/2022	06/14/2027
Earthwork Construction Inspection Level 2	3020962	05/12/2023	05/12/2028
Final Estimates Level 1	3011094	02/10/2022	02/10/2027
Pile Driving Inspection	3007629	10/28/2021	10/28/2026

CTQP Training History Report

Report for: George Miller
TIN: M46031675
Report Date: 03/25/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Earthwork Construction Inspection Level 1	3032379	07/30/2024	07/30/2029
Earthwork Construction Inspection Level 2	3030954	05/31/2024	05/31/2029
Final Estimates Level 1	3032970	11/19/2024	09/23/2029
Final Estimates Level 2	3032969	09/23/2024	09/23/2029
QC Manager	N/A	06/04/2009	01/01/2099

CTQP Training History Report

Report for: Jason Preskitt
TIN: P62343782
Report Date: 03/25/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	2005155	09/14/2020	09/14/2025
Asphalt Paving Level 1	2005155	09/14/2020	09/14/2025
Asphalt Paving Level 1	2005155	09/14/2020	09/14/2025
Asphalt Paving Level 2	3001925	03/11/2021	03/11/2026
Concrete Field Technician Level 1	3027554	12/04/2020	09/23/2025
Earthwork Construction Inspection Level 1	2007423	12/15/2020	12/15/2025
Earthwork Construction Inspection Level 2	3001116	02/11/2021	02/11/2026
FDOT Concrete Field Inspector Specification	2005413	09/23/2020	09/23/2025
FDOT Concrete Field Inspector Specification	2005413	09/23/2020	09/23/2025
Final Estimates Level 1	3000486	01/15/2021	01/15/2026
Final Estimates Level 2	3027740	02/16/2024	02/16/2029

CTQP Training History Report

Report for: Louis Bramblett
TIN: B65153063
Report Date: 03/25/2025

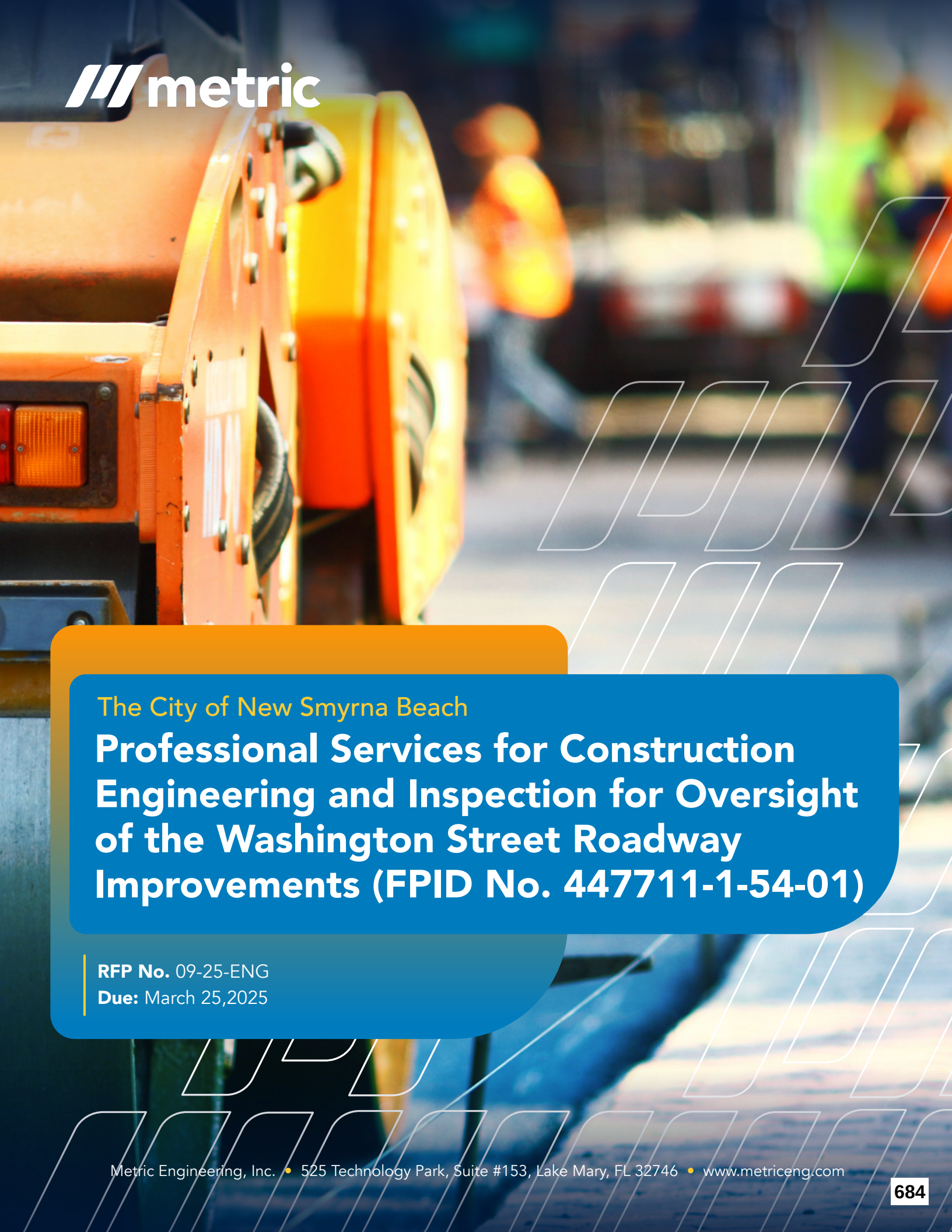
Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3035395	05/17/2029	11/22/2029
Final Estimates Level 1	3030575	05/17/2024	05/17/2029
Final Estimates Level 2	3035394	11/22/2024	11/22/2029
QC Manager	N/A	08/09/2007	01/01/2099

ETM

ENGLAND-THIMS & MILLER

1275 W. Granada Boulevard, #6B
Ormond Beach, Florida 32174
(386) 271-0175
www.etminc.com



The City of New Smyrna Beach

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01)

RFP No. 09-25-ENG
Due: March 25,2025

Metric Engineering, Inc. • 525 Technology Park, Suite #153, Lake Mary, FL 32746 • www.metriceng.com

Cover Letter

Cover Page

Respondent's Name

Metric Engineering, Inc.

Respondent's Address

525 Technology Park, Suite 153
Lake Mary, FL 32746

Telephone Number

(407) 644-1898

Primary Point of Contact (POC)

Wayne (Bert) Woerner, PE
Regional Manager for Central Florida CEI/CEI Senior Project Engineer
(407) 391-1638 | bert.woerner@metriceng.com

Date

March 25, 2025, 5:00 pm

Subject/Proposal Name

RFP 09-25-ENG – Professional Services for CEI
for Oversight of the Washington Street
Roadway Improvements (FPID No. 447711-1-54-01)

Table of Contents

Cover Page and Table of Contents

Cover Page *i.*
Table of Contents *ii.*

1. Statement of Interest and Introductions **1**
Statement of Interest – Metric Engineering, Inc. *1*
Statement of Interest – PI Consulting Services LLC *3*
Statement of Interest – Nadic Engineering Services Incorporated *4*
Statement of Interest – Colliers Engineering & Design, Inc. *5*

2. Company History, Company Qualifications, Capabilities, and Capacity **6**

3. Qualifications and Abilities of Project Team **9**
A. Description of the Project Team *9*
B. Staff Resumes and Experience *9*

4. Experience **19**

5. Project Plan **24**

6. Workload Capacity **32**

7. References **33**

8. Financial Stability/Litigation **36**

9. Litigation History **40**

10. Licenses **41**
State of Florida Professional Licenses, Certifications, and Renewals *41*
Staff Certifications *45*
SAM.gov Registrations *52*
Florida Division of Corporation (Sunbiz) *53*

11. City Required Forms **61**
Proposal Response Form *61*
Authorized Signature/Negotiators *62*
Vendor Information Form *64*
Vendor Summary Form *65*
Completed W-9 *66*
Statement of Insurance *67*
Public Entity Crime Information Statement *68*
Disputes Disclosure *69*
Drug Free Workplace Certification *70*
Sworn Statement *72*
Non-Collusion Affidavit *74*
E-Verify *75*
Human Trafficking Affidavit *76*
Conflict of Interest *77*
Organizational Information *78*
Prohibition Against Contracting with Scrutinized Companies *82*
Smoke Free Acknowledgement *83*
References *84*
Signed Addenda *85*

Tab 1

Statement of Interest and Introductions

metric

metric

Statement of Interest and Introductions

87 **Construction Engineering Inspection Staff**

> "The Metric Engineering staff has exhibited professionalism and a satisfactory level of service throughout their contractual commitments. They've shown an aptitude for collaborating with the County to shape scopes and fees for their projects, and their responsiveness to scope changes has been notable. Metric Engineering played an integral part in the successful delivery of multiple projects and warrants my recommendation."
>
> *- Corrina Gumm, PE, Brevard County*

49 **Years in Business**

> "Metric Engineering, Inc. is capable of providing Construction Engineering Inspection services."
>
> *- Kim Navarro FDOT District 5*

March 25, 2025

Electronic Submission

RE: RFP 09-25-ENG Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01)

Dear Janet Vivian and Selection Committee:

Metric Engineering, Inc. (Metric), operating from our branch office in Lake Mary, and with the support of *PI Consulting Services, LLC (PI), Nadic Engineering Services Incorporated (Nadic), and Colliers Engineering & Design, Inc. (Colliers),* is pleased to submit our proposal for *Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements* with a firm that has significant experience on FDOT projects, including within the City and surrounding areas.

Metric is an S-Corporation founded in 1976 on the principle of providing personalized consulting engineering services. Over the past 49 years, Metric has established a statewide reputation in the Florida transportation industry. Expanding from its headquarters in Miami, Metric has grown to serve public agencies across the state, and most recently throughout the southeastern United States. Metric currently employs over 400 employees, of which 87 are CEI staff, and has an average annual revenue of over $50 million for the last five (5) years. Metric has also recently been recognized as a Women's Business Enterprise (WBE), certified by the Women's Business Enterprise National Council (WBENC).

Today, we are among the top consulting engineering firms specializing in civil and transportation projects – *as #54 in the Southeast Top 100 Design Firms (2024) and #421 in the Top 500 Design Firms (2024) by Engineering News Record. We have also received FDOT's "Best in Florida" project awards for Community Awareness and Urban Projects.* We offer a large variety of services to the industry including Construction Engineering & Inspection (CEI), Environmental Services, Traffic Operations Design, Traffic Engineering Studies, Intelligent Transportation Systems (ITS) / Transportation Systems Management & Operations (TSM&O), Roadway Design, Technology Services, Transportation Management Center (TMC) Operations, Transportation Planning, Project Development & Environment (PD&E) Studies, Emergency Management Services and more. Our commitment to excellence and

unparalleled responsiveness has gained the firm an outstanding reputation, and most importantly, the trust and confidence of our clients. *Additionally, Metric is pre-qualified by the Florida Department of Transportation (FDOT) to perform CEI services (including FDOT pre-qualifications for work groups 10.1 and 10.3)*, traffic engineering services, ITS design, and other support prequalifications; and we are fully capable of supporting this project with experienced managerial and technical engineering staff.

Overall, Metric's vision is to provide comprehensive, innovative solutions with a focus on technology, building long-term client relationships, and harboring a people-oriented, cooperative company culture. This ensures the City of New Smyrna Beach staff that we will always treat the City as our #1 client! This is our CEO's vision, and it is carried out by each employee of the company. Bert Woerner, PE, and our capable team will strive to provide the best possible professional services and solutions, as our team is fully committed to this project.

The Metric Team is dedicated to ensuring the highest workforce flexibility and responsiveness to the City of New Smyrna Beach and is committed to exceeding your expectations. We welcome the opportunity to work with the City, and we are delighted to present our proposal to your evaluation committee.

Sincerely,

Darrel Burnett, PE
Senior Vice President and Director of CEI Services
Metric Engineering, Inc.
darrel.burnett@metriceng.com | 850.596.1533

Tab 2

Company History, Company Qualifications, Capabilities, and Capacity

Company History, Company Qualifications, Capabilities, and Capacity



Corporate History of the Firm

Metric *consistently ranks among the top 10 firms for CEI contracts with the Florida Department of Transportation (FDOT),* and Metric is recognized as one of the top 50 construction management firms in the nation by Engineering News-Record magazine. As mentioned in our *Statement of Interest and Introductions*, Metric was founded in 1976 on the principle of providing personalized consulting engineering services. Over the past 49 years, Metric has established a statewide reputation in the transportation industry.

- Construction Engineering & Inspection (CEI)
- Environmental Services
- Traffic Operations Design
- Traffic Engineering Studies
- Intelligent Transportation Systems (ITS) / Transportation Systems Management & Operations (TSM&O)
- Roadway Design
- Technology Services
- Transportation Management Center (TMC) Operations
- Transportation Planning
- Project Development & Environment (PD&E) Studies
- Innovations and Strategic Development
- Emergency Management Services, and more

Metric is pre-qualified by the FDOT to perform CEI services (including FDOT pre-qualifications for work group 10.1 and 10.3), traffic engineering services, ITS design, and other support pre-qualifications; and we are fully capable of supporting this project.

Firm's Qualifications

Our extensive experience ranges from rural to urban projects, employing accelerated delivery methods and maintaining a proven record of accuracy, timeliness, and budget adherence. With a comprehensive portfolio of CEI services, we provide solutions for construction inspection, contract management, design/build, transit, scheduling and cost estimating, claims analysis and management, constructability reviews, and quality assurance and control management. These diverse capabilities enable us to offer whole-picture advice, saving our clients valuable time and money throughout the project lifecycle.

Metric has been performing CEI work in Central Florida for over 30 years. In the past 30 years metric has managed many large and small projects. We recently finished a project exceeding $250 million in construction and have current projects that have construction costs less than $10 million. All those projects are important to the client. Our attention to client needs sets us apart from the competition. We have included some of our project references. We encourage reference checks and are proud of the service we provide our clients with on each project we have the opportunity to manage.

Metric understands that these types of work require at least one professional engineer registered with the Florida State Board of Professional Engineers. This engineer must have a minimum of two years of responsible charge experience as a project engineer on a roadway construction inspection project.

We will be fulfilling this requirement by submitting **Bert Woerner, PE, as our Senior Project Engineer** who is a professional **engineer registered with the Florida State Board of Professional Engineers** and offers **more than 27 years of experience**, including over **10+ years** of responsible charge experience as a project engineer on **roadway construction inspection projects.**



Professional Engineer
Bert Woerner, PE
Senior Project Engineer
10+ years of 10.3 Experience
FL PE Lic. No. **60305**

We also offer a well-rounded team that includes highly experienced personnel at all levels that staff have experience in roadway CEI projects. We have also partnered with **NADIC Engineering Services Incorporated (NADIC), PI Consulting Services, LLC (PICS),** as well as **Colliers Engineering & Design, Inc (RCS)** to assist us in staffing services under these work groups.

Metric has extensive experience in conducting inspections and investigations of various highway materials and products, which is a crucial aspect of this type of work. We are well-versed in the *proper recording, analysis, and reporting of results and recommendations,* ensuring that every step of the process is meticulously documented and analyzed. Our work is carried out at a *wide range of locations, including mines, quarries, mills, refineries, processors, producers, fabricators, constructors, and project construction sites.* We are also equipped to handle projects *outside the State of Florida*, bringing our expertise to diverse environments and ensuring compliance with all relevant standards and regulations.

Metric has partnered with **NADIC** to enhance our support services in laboratory and materials testing. *While Metric staff will handle all onsite inspections, NADIC will provide offsite inspections.* As industry leaders in geotechnical, geo-environmental, and construction materials testing, NADIC brings extensive experience in delivering professional services to public, private, and government clients. NADIC has built a reputation for client-focused solutions across various sectors, including transportation, water, government, and property development. *Metric has worked with Nadic since 2011!*

PICS is a highly qualified and experienced engineering consulting firm specializing in Construction Contract Administration and CEI services. Committed to excellence, they uphold the highest professional and ethical standards while delivering exceptional service to their clients. Their team stays at the forefront of industry advancements, leveraging the latest technology to enhance project outcomes. They take pride in their work, ensuring that our dedication to quality, integrity, and innovation reflects positively on every client they serve. *Metric has been working with PI Consulting Services since 2013!*

Colliers provide a full range of geospatial survey and mapping services that enable them to collect data faster, safer, and more accurately than ever before. Their innovative approach to each project is customized from the beginning by administering the appropriate method, whether employing conventional, time-proven methods or cutting-edge hi-definition scanning and remote sensing techniques. Their services include 3D hi-definition laser and terrestrial scanning, mobile LiDAR, UAS Aerial mapping, Amberg trolley rail and tunnel measurement, Building Information Modeling (BIM), GPS/GIS and topographic mapping, subsurface utility engineering and non-destructive testing, hydrographic, wetlands and forensic surveying. *Metric has worked with Colliers since 2021!*

Our team has managed similar projects recently and have provided those projects as reference to show our experience and capabilities. Those projects include roadway reconstruction, roadway widening, drainage installations, water main construction, sidewalks with architectural features, decorative lighting, irrigation construction, and landscaping installations and establishment. Our experienced team is well suited for this project. *Below is a table illustrating our experience:*

	CEI	Contract Administration	Roadway Construction	Stormwater System Construction	Intersection Improvements	Geotechnical	Survey	Streetscape	ITS CEI	Environmental	Stakeholder Coordination
Metric	•	•	•	•	•			•	•	•	•
Nadic	•	•	•			•					
PICS	•	•	•	•	•			•	•		•
Colliers	•	•	•	•	•		•				

Together our team has more than enough experience and resources to manage all the project needs. Our proposed team is finishing projects and has no other assignments or commitments.

Tab 3

Qualifications and Abilities of Project Team

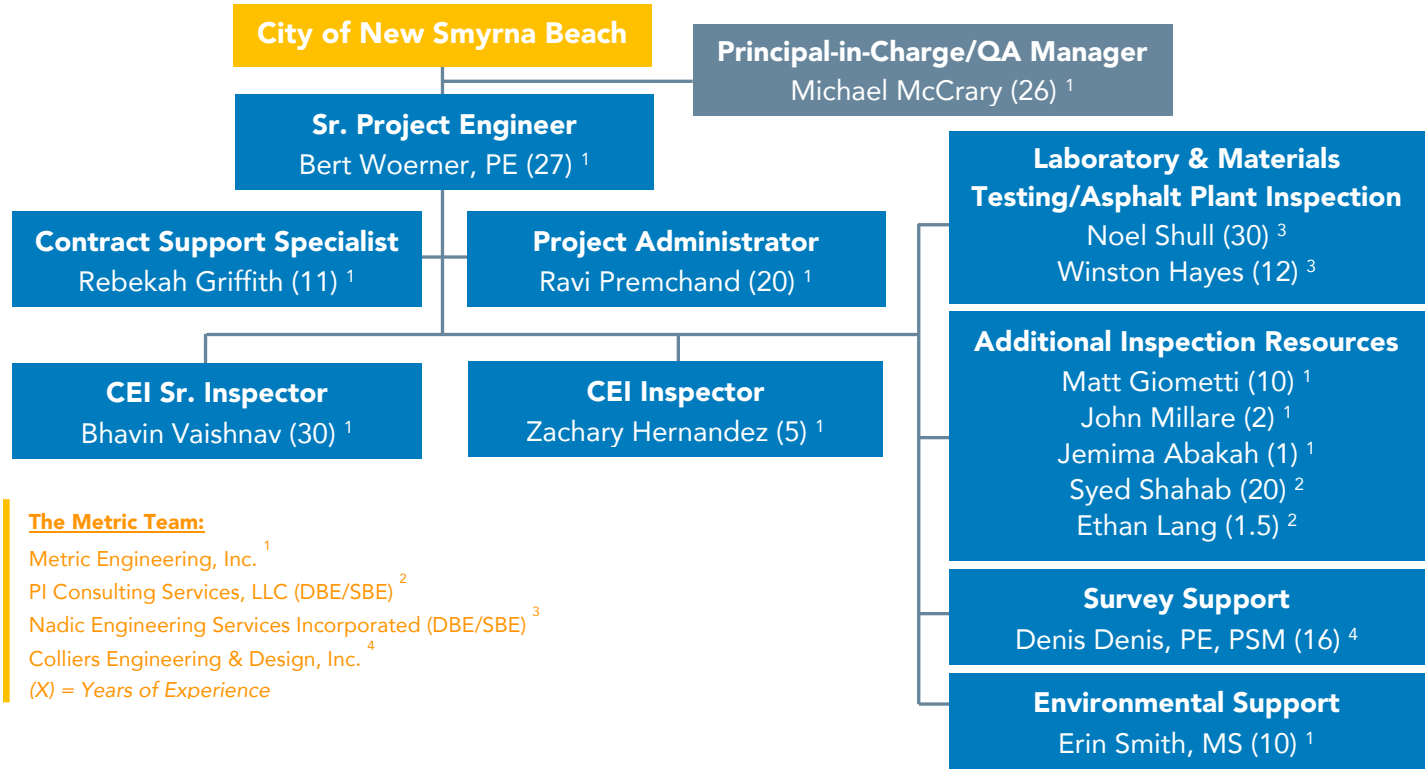
Qualifications and Abilities of Project Team

Project Team

Metric's proposed project team is composed of highly skilled professionals with diverse expertise to ensure the successful execution of this City of New Smyrna Beach contract. The Metric Team will be led by *CEI Senior Project Engineer, Bert Woerner, PE*, an experienced project engineer adept at coordinating CEI teams.

Organization Chart

Below is a chart that clearly identifies each staff member proposed with their anticipated role.



Below is a list of each team member, who brings unique strengths, from technical proficiency in infrastructure solutions to innovative problem-solving, ensuring a comprehensive approach to project challenges. Collaboration and clear communication will be key priorities, fostering an efficient and results-driven work environment. By leveraging Metric's extensive industry experience and resources, the team is well-positioned to meet project objectives and deliver high-quality, sustainable solutions within the planned schedule. *Below are resumes from our staff, that demonstrate their professional qualifications.* ***Resumes have been condensed, due to the space limitations required by the RFP.***



Bert Woerner, PE
CEI Senior Project Engineer

» Wayne "Bert" Woerner, PE | Senior Project Engineer | 27 Years of Experience | 13 Years with Metric

Mr. Woerner has 27 years of experience in CEI and construction quality control. He has served FDOT as a Senior Project/Resident Engineer, Construction Project Manager, Project Engineer, Geotechnical Engineer, and the D5 Construction Consultant Services Manager. In addition, Mr. Woerner has experience serving as a Construction Field Engineer (for Lane/MK Eby), as a Consultant CEI Inspector, and has led survey crews performing construction layout. He is very familiar with FDOT and FTE policies and procedures. Mr. Woerner is experienced in administering Design-Build and Bid-Build projects that have involved limited access highways, toll facilities, urban widening and reconstruction, concrete pavement rehabilitation, resurfacing, utility adjustments/UWHCAs, drilled shaft and pile foundations, complex earthwork and geotechnical investigations, drainage, ITS, and signalization improvements, as well

as administration buildings meeting LEED certification requirements. He is also very proficient in the review of CPM schedules, as well as the use of Primavera P6 scheduling software and current automated construction management systems. Mr. Woerner has administered construction projects with complex traffic control plans and milling and resurfacing projects with overbuild. He fosters a teamwork environment by empowering his employees to make creative decisions. He cultivates a proactive environment by constantly looking ahead and understanding and identifying the key factors that drive a successful project. He works to build relationships that last by earning trust and commitment to the goals of the project.

Similar Project Experience

09/2024 – Present: Senior Project Engineer: CEI Group 236 – Rinehart Road and CR46A Interchange and US 17-92 and I-4 Ramps and Intersection, FDOT District 5: CEI Group 236 involves two projects within Seminole County. Intersection improvements at Rinehart Road and CR46A; include the milling, resurfacing, and widening of Rinehart Road and County Road 46A. This project also includes the installation of curb and gutter, sidewalk, drainage, fencing, pavement markings, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures on County Rd 46A. The second project involves the resurfacing, restoration, and rehabilitation (RRR) of US 17-92 and I-4 ramps and intersection improvements. The improvements on US 17-92 include milling & resurfacing with overbuild, widening, guardrail, Type A, E, & F curb, drainage improvements, lighting, and utility adjustments. Work at the I-4 eastbound off ramp and westbound on/off ramps to US 17-92 consists of milling, resurfacing, and widening, traffic separator, guardrail, drainage, lighting, and overhead signs. *Construction Cost: $18M Client/Contact: FDOT Project Manager: Kim Navarro, (407) 278-2729*

04/2021 – Present: Senior project Engineer: SR 417 from Landstar Blvd. to Boggy Creek Road, Central Florida Expressway Authority (CFX): Mr. Woerner is currently serving CFX on the 417-149, CEI Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road. This project involves 3.7 miles of widening along SR 417 from Landstar Boulevard to Boggy Creek Road, primarily within the existing median, by adding a 12-ft General Use Travel lane and Part-Time Shoulder Running (PTSR) lane in each direction. This includes installation of new median barrier walls and 7-foot paved shoulders, as well as widening of the 8 bridges crossing over Rhode Island Woods Circle, Wyndham Lakes Blvd., Boggy Creek, and Boggy Creek Road. The widening involves installation of more than 12,000 linear feet of new drainage pipe ranging in size from 18-inches to 42-inches and over 115 median barrier and gutter inlets. There are several new drainage laterals crossing beneath the travel lanes shown to be installed by jack and bore method. The improvements also include asphalt milling & overbuild operations to adjust cross slopes, upgrading of the existing guardrail, new overhead sign structures, signalization, lighting, ITS, and noise walls. The intent of the inside widening is to allow use of the PTSR lane when peak traffic volumes require additional capacity. This will require installation of a robust amount of new ITS and traffic monitoring system infrastructure.

04/2020 – 11/2020: Construction Manager: Oviedo Operations, FDOT District 5: Mr. Woerner served FDOT Oviedo Operations as a Construction Manager. He worked within the Oviedo Operations office supervising FDOT construction personnel working in the office. He reviewed contract changes, time extensions, maintenance of traffic, and construction progress on several projects being managed within the office.

06/2017 - 10/2020 Senior Project Engineer: Little Lake Harris Bridge Replacement Project, FDOT District 5: Mr. Woerner served on the FDOT District 5 Little Lake Harris Bridge Replacement Project. This $22-million Design-Build Project consisted of a 3,100-foot long bridge that included 12-foot wide travel lanes and 10-foot shoulders in each direction with a barrier separated 8-foot sidewalk. The project features involved: replacement of the existing open drainage system, which discharges directly to the Lake, with a permanent closed drainage system; new roadway and pedestrian lighting throughout the project limits; navigation lighting in the main channel; demolition of the existing bridge including pile foundations removal and asbestos material abatement; endangered species permitting and compliance coordination; and demolition of the Lighthouse Plaza site which was acquired for the realignment to the east.

06/2017 – 05/2019: Senior Project Engineer: SunTrax Test Facility Project, Florida Turnpike Enterprise (FTE): Mr. Woerner served on the FTE SunTrax Test Facility Project. This $42-million project involved the construction of a 2.25-mile oval track designed to support high speed testing of emerging toll technologies, ITS, and automated/connected vehicles. The track consists of a 5 lane straightaway typical section with paved shoulders and 2 lane super-elevated oval curve typical sections with paved shoulders. The project also involved about 1,000,000 cubic yards of earthwork including two 30-foot high MSE Retaining Walls; more than 16,600 linear feet of drainage pipe with 91 drainage structures, two (2) wet detention ponds; a 3 sided precast arch bridge culvert on mass concrete spread footing foundation spanning 56 ft; individually dimmable

highway lighting system ITS elements that include more than 38,500 linear feet of fiber optic cable, 12 CCTV cameras, as well as, an 11,784 square foot Operations Building and a 9,074 square foot Storage Building. The Operations and Storage Buildings meet the Silver Requirement for LEED in accordance with the USGBC. This project is the recipient of the *2019 FTBA Best in Construction Award for Project of Special Significance, the 2019 ENR Award of Merit for Specialty Construction, and the 2020 America's Transportation/SASHTO award for 'Best Use of Technology & Innovation.*

| Education: B.S. Civil Engineering, University of Central Florida 1997 **| FL PE#** 60305 **| TIN:** W65688174

| Certification/Qualifications/Training: CTQP QC Manager; CTQP Final Estimates Level 1 & 2 (01/2029); CTQP Drilled Shaft Inspection (08/2025); CTQP Pile Driving Inspection (08/2025); FDOT Advanced Work Zone Traffic Control (04/2028); FDOT Critical Structures Construction Issues; FDOT Best Practices for Working with DRB's; FDOT Project Engineer School; FDOT Reinforced Earth Wall Construction Training; FDOT Multi-Line Earthwork Training; FDOT MSE Retaining Wall Inspection; FDOT Video Grouting Tutorial of Bridge Post Tensioning Tendons; FHWA Claims Handling and Prevention; FHWA Design & Operation of Work Zone Traffic Control; ATSSA Worksite Traffic Supervisor Training; IMSA Signals Technician Level 1; IMSA Signals Inspector; FDEP Qualified Stormwater Management Inspector

» Michael McCrary | Principal-in-Charge/QA Manager | 29 Years of Experience | 29 Years with Metric

Mr. McCrary has 29 years of experience in CEI inspection and debris management, including vast experience with projects in FDOT District 3. Mr. McCrary's diverse experience includes CEI invoices and audit packages, monitoring contract funds, processing supplemental agreements/amendments, assisting with the processing of invoicing, assisting with CEI quality assurance review reports, technical proposal preparation, oral presentation preparation, setup of field offices and assistance with field office personnel with daily activities.

Similar Project Experience

06/2021 – Present: Project Administrator: District Miscellaneous CEI Contract (FDOT Contract No. CAE67), FDOT District 3: Manages/Coordinates seven (7) Asphalt Plant Inspectors within the District to cover the CW Roberts Plants and one (1) Anderson Columbia Plant for the Central/Eastern-side of District 3, responsible for all contract documents which includes: submitting automated fee proposals for each task work order, tracking and monitoring the hours worked, money budgeted and end dates for each task work order, provide the FDOT Project Manager with a monthly summary of task budget, submitting all CITS invoices with the proper documentation and submitting a Project Cost Redistribution Spreadsheet after each paid CITS invoice.

| Education: B.S. Business Management, 1994 **| TIN:** M26655171 **| Certification/Qualifications/Training:** CTQP Final Estimates Level 1 & 2 (04/2026); CTQP QC Manager (Written); HazMat Certification; Nuclear Radiation Safety Officer; FDOT Advanced MOT # 602759 (10/2026); FDOT Critical Structures for Construction Issues; FEMA's Public Assistance Program; Florida Engineering Society Mutual Gains Negotiations District 3; FEMA-IS-00100.PW; FEMA-IS-00200; FEMA-IS-00800.B; FEMA-IS-00630; FEMA-IS-00631; FEMA-IS-00632

» Rebekah Griffith | CEI Associate Contract Support Specialist | 11 Years of Experience | 10 Years with Metric

Ms. Griffith has more than 11 years of CEI experience. She is experienced in multitasking, problem-solving, dealing with the public, and managing office settings. She is very familiar with all aspects of efficiently and effectively managing and supporting an office and exercises independent initiative to relieve engineering and inspection staff of clerical details. Ms. Griffith has extensive computer skills and knowledge of Windows, Publisher, Excel, Word, Outlook, PowerPoint, business applications, SharePoint, Hummingbird/EDMS, Scanners, and Copiers. She types at a speed of 60 wpm. She has also completed the FDOT CTQP classes for Final Estimates Level 1 and Level 2 and is proficient in tracking contract time, submitting monthly estimates in PrC, and preparing weather letters.

Similar Project Experience

07/2023 – Present: Associate Contract Support Specialist: CEI Group 236 – Rinehart Road and CR46A Interchange and US 17-92 and I-4 Ramps and Intersection, FDOT District 5: CEI Group 236 involves two projects within Seminole County. Intersection improvements at Rinehart Road and CR46A; include the milling, resurfacing, and widening of Rinehart Road and County Road 46A. This project also includes the installation of curb and gutter, sidewalk, drainage, fencing, pavement markings, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures on County Rd 46A. The second project involves the resurfacing, restoration, and rehabilitation (RRR) of US 17-92 and I-4 ramps and intersection improvements. The improvements on US 17-92 include milling & resurfacing with overbuild, widening, guardrail, Type A, E, & F curb, drainage improvements, lighting, and utility adjustments. Work at the I-4 eastbound off ramp and westbound on/off ramps to US 17-92 consists of milling, resurfacing, and widening, traffic separator, guardrail, drainage, lighting, and overhead signs.

10/2018 – Present: CEI Secretary: SR 429 (Wekiva Pkwy. Section 8) Systems Interchange at I-4 Project, FDOT District 5: Ms. Griffith currently serves on the FDOT District 5, SR 429 (Wekiva Pkwy. Section 8) Systems Interchange at I-4 Design-Build Project. This $253.3-million Design-Build Project is a System-to-System Interchange connecting SR 429, I-4, and SR 417. It includes construction of 2.6 miles of the SR 429 limited access toll road which is the final segment of the Wekiva Parkway and widening and reconstruction of 2 miles of I-4 to accommodate the future I-4 Beyond the Ultimate (BtU) Project. The project involves 22 new bridges (including third level flyovers); toll gantry spanning the NB and SB travel lanes, expanding the SR 417 at the International Parkway to a full interchange. Key features include: 12 new multi-span and 8 new single span bridges; widening 2 existing bridges; over 100 MSE Walls having a total length of nearly 9 miles; over 108,000 LF of drainage pipe and more than 600 drainage structures as part of the stormwater management and floodplain compensation (FPC) systems; 4-million plus CY of earthwork including nearly 2-million CY of import fill requirements; 3.6 miles of sound wall; highway and high mast lighting; new ITS components throughout the project limits; over 700 sign structures; provisions for landscaping; demolition of existing bridges; and pavement markings.

| Education: Business Management, University of North Florida | TIN: G61372389 | Certification/Qualifications/Training: CTQP Final Estimates Level 1 and 2 (01/2027); Advanced MOT (04/2028)

» Ravi Premchand | CEI Project Administrator | 20 Years of Experience | 20 Years with Metric

Mr. Ravi Premchand has two decades of experience in roadway and building construction engineering and the material-testing field. He is also skilled at CAD and preparing as-builts as he worked on these in both phases of Suntrax. His hands-on experience includes inspection, verification and quality control testing on private and FDOT construction projects. He is highly motivated, positive, organized and a strong team player. His significant work experience includes concrete structures, underground utility relocation/adjustments, earthwork and backfill operations, mechanically stabilized and retaining wall systems, drainage installations, concrete sampling and testing, maintenance of traffic, erosion control and SWPPP inspections, building and tolling components, as well as assisting in preparation of estimates documentation. Mr. Premchand is very knowledgeable of FDOT inspection and verification testing requirements, as well as FDOT policies and procedures. He is also very familiar with field standards for final estimates, use of PrC, MAC, and the CPAM.

Similar Project Experience

03/2025 – Present: Project Administrator: CEI Group 236 – Rinehart Road and CR46A Interchange and US 17-92 and I-4 Ramps and Intersection, FDOT District 5: CEI Group 236 involves two projects within Seminole County. Intersection improvements at Rinehart Road and CR46A; include the milling, resurfacing, and widening of Rinehart Road and County Road 46A. This project also includes the installation of curb and gutter, sidewalk, drainage, fencing, pavement markings, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures on County Rd 46A. The second project involves the resurfacing, restoration, and rehabilitation (RRR) of US 17-92 and I-4 ramps and intersection improvements. The improvements on US 17-92 include milling & resurfacing with overbuild, widening, guardrail, Type A, E, & F curb, drainage improvements, lighting, and utility adjustments. Work at the I-4 eastbound off ramp and westbound on/off ramps to US 17-92 consists of milling, resurfacing, and widening, traffic separator, guardrail, drainage, lighting, and overhead signs.

04/2024 – 03/2025: Assistant Project Administrator: SR 429 (Wekiva Pkwy Section 8) Systems Interchange at I-4 Project, FDOT District 5: Mr. Premchand currently serves on the FDOT District 5, SR 429 (Wekiva Pkwy Section 8) Systems Interchange at I-4 Design-Build Project. This $253.3-M Design-Build Project is a System-to-System Interchange connecting SR 429, I-4, and SR 417. It includes construction of 2.6 miles of the SR 429 limited access toll road which is the final segment of the Wekiva Parkway and widening and reconstruction of 2 miles of I-4 to accommodate the future I-4 Beyond the Ultimate (BtU) Project. The project involves 22 new bridges (including third level flyovers); toll gantry spanning the NB and SB travel lanes, expanding the SR 417 at the International Parkway to a full interchange. Key features include: 12 new multi-span and 8 new single span bridges; widening 2 existing bridges; over 100 MSE Walls having a total length of nearly 9 miles; over 108,000 LF of drainage pipe and more than 600 drainage structures as part of the stormwater management and floodplain compensation (FPC) systems; 4-million plus CY of earthwork including nearly 2-million CY of import fill requirements; 3.6 miles of sound wall; highway and high mast lighting; new ITS components throughout the project limits; over 700 sign structures; provisions for landscaping; demolition of existing bridges; and pavement markings.

04/2023 – 04/2024: Lead Senior Inspector: Minneola Interchange to O'Brien Road, Florida's Turnpike Enterprise (FTE): Mr. Premchand is currently serving on FTE Minneola Interchange to O'Brien Road Project. This $232-M project involved the development for widening a six-mile segment of the Turnpike Mainline (SR 91) from the Minneola Interchange to

O'Brien Road in Lake County from four to eight travel lanes. Project includes pavement widening, milling and resurfacing, reconstruction, maintenance of traffic plan, new stormwater treatment facilities, new bridge structures (Scrub Jay Lane, CR 561, US 19, and US 27 / SR 19 (South), new tolling site, signing, pavement marking improvements, lighting, ITS communications, and interchange improvements at US 27 / SR 19 (MP 285) (new ramps to and from the north), and landscaping.

| Education: A.S., Civil Survey Engineering, Construction Management, & Pre-Engineering, Valencia College | TIN: P652736838 | Certification/Qualifications/Training: CTQP – Final Estimates Level 1 (09/06/2028) & 2 (09/06/2028); CTQP – Earthwork Construction Level 1 (06/22/2027) & 2 (11/20/2025); CTQP – Asphalt Paving Level 1 & 2 (12/16/2025); CTQP – Concrete Field Technician Level 1 (09/11/2025); CTQP – Concrete Field Inspector Level 2 (09/18/2025); CTQP FDOT Concrete Field Inspector Specifications (09/18/2025); CTQP – Pile Driving Inspection (07/03/2029); FDOT Advanced MOT # 84868 (4/28/2026); CTQP – QC Manager; FDOT Critical Structures Construction Issues; FDOT Auger Cast Piles FDOT MSE Wall Inspection; Nuclear Radiation Safety Certificate; FDOT Managed Field Ethernet Switch Module FDOT MVDS Module; FDOT CCTV Cameras Module; FDOT RWIS Module; FDOT DMS; IMSA Traffic Signal Inspector; ACI – Concrete Field Testing Technician (09/11/2025); ACI – Concrete Transportation Construction Inspector (01/04/2028); FDEP Qualified Stormwater Management Inspector; Troxler – Certified Nuclear Density Gauge Operator

» **Bhavin Vaishnav** | CEI Senior Inspector | 30 Years of Experience | 5 Years with Metric

Mr. Vaishnav has more than 30 years of experience in CEI for all aspects of roadways and bridges. His hands-on experience includes signalization inspection, drainage inspection, asphalt paving inspection, sign inspection, reinforced earth wall inspection, sheet piling inspection, pile installation inspection, bridge inspection, maintenance of traffic inspection, concrete sampling and testing, nuclear density testing, and utility construction. Mr. Vaishnav understands all facets of FDOT verification, inspection and testing requirements, as well as the requirements established in the field standards for final estimates. He is also very familiar using PrC, MAC, and the Construction Project Administration Manual (CPAM).

Similar Project Experience

01/2022 – Present: Senior Inspector: SR 417 from Landstar Boulevard to Boggy Creek Road, CFX: Mr. Vaishnav is currently serving CFX on the 417-149, CEI Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road. This project involves 3.7 miles of widening along SR 417 from Landstar Boulevard to Boggy Creek Road, primarily within the existing median, by adding a 12-ft General Use Travel lane and Part-Time Shoulder Running (PTSR) lane in each direction. This includes installation of new median barrier walls and 7-foot paved shoulders, as well as widening of the 8 bridges crossing over Rhode Island Woods Circle, Wyndham Lakes Blvd., Boggy Creek, and Boggy Creek Road. The widening involves installation of more than 12,000 linear feet of new drainage pipe ranging in size from 18-inches to 42-inches and over 115 median barrier and gutter inlets. There are several new drainage laterals crossing beneath the travel lanes shown to be installed by jack and bore method. The improvements also include asphalt milling & overbuild operations to adjust cross slopes, upgrading of the existing guardrail, new overhead sign structures, signalization, lighting, ITS, and noise walls. The intent of the inside widening is to allow use of the PTSR lane when peak traffic volumes require additional capacity. This will require installation of a robust amount of new ITS and traffic monitoring system infrastructure. Mr. Vaishnav swapped working on this project and the Wekiva 8 project multiple times based on the project needs.

| Education: Certificate Course in Construction Techniques, Roads and Buildings, Tanzania, East Africa | TIN: V25106049 | Certification/Qualifications/Training: CTQP – Asphalt Paving Technician Level 1 & 2 (08/2028); CTQP – Earthwork Construction Inspection Level 1 & 2 (04/2027); CTQP – Concrete Field Technician Level 1 (09/2025); CTQP – Pile Driving Inspection (07/2026); CTQP – Final Estimates Level 1 (05/2026); FDOT Intermediate MOT; FDOT Auger Cast Pile Inspection; FDOT MSE Wall Inspector; FDOT Critical Structures Construction Issues; Troxler Nuclear Density Certification; and DEP-FLA Stormwater Erosion Control Inspection

» **Zachary Hernandez** | CEI Inspector | 5 Years of Experience | 5 Years with Metric

Mr. Hernandez's expertise includes major bridge, roadway, and rail construction projects, and collaborating with prominent organizations including FDOT District 5, Reedy Creek Improvement District, Brightline, and Osceola County. He began his career as a Carpenter's Aide and progressed through the ranks, completing the FDOT On-The-Job Training (OJT) program to become a skilled and certified Carpenter. He is well-versed in advanced construction methods and techniques, excels in blueprint and plan interpretation, and possesses a deep understanding of FDOT specification requirements, ensuring quality and compliance in every project. He has performed inspection duties on asphalt, embankment, drainage, sidewalk, signal and ITS conduit, as well as maintenance of traffic.

Similar Project Experience

02/2025 – Present: Inspector: CEI Group 236 – Rinehart Road and CR46A Interchange and US 17-92 and I-4 Ramps and Intersection, FDOT District 5: CEI Group 236 involves two projects within Seminole County. Intersection improvements at Rinehart Road and CR46A; include the milling, resurfacing, and widening of Rinehart Road and County Road 46A. This project also includes the installation of curb and gutter, sidewalk, drainage, fencing, pavement markings, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures on County Rd 46A. The second project involves the resurfacing, restoration, and rehabilitation (RRR) of US 17-92 and I-4 ramps and intersection improvements. The improvements on US 17-92 include milling & resurfacing with overbuild, widening, guardrail, Type A, E, & F curb, drainage improvements, lighting, and utility adjustments. Work at the I-4 eastbound off ramp and westbound on/off ramps to US 17-92 consists of milling, resurfacing, and widening, traffic separator, guardrail, drainage, lighting, and overhead signs.

05/2024 – 08/2024: CEI Inspector: CEI Services for SR 50, (Tierra, Inc.), (Orlando FL), FDOT District 5: This project's purpose was to improve roadway and pedestrian safety. Improvements included drainage, sidewalk curb & gutter, traffic signals, and sidewalk replacement. Zachary's responsibilities included roadway/drainage inspection and density testing, sidewalk replacement, and keeping daily reports and logs for FDOT systems.

05/2024 – 08/2024: Roadway Inspector: CEI Services for John Young Parkway, (KSI Engineering), (Kissimmee FL), FDOT District 5: This projects purpose is to increase roadway safety and turn lane capacity. The improvements include turn extension, traffic signal replacement, milling and resurfacing of existing roadway, ADA and sidewalk replacement. Mr. Hernandez's responsibilities included earthwork inspections and density testing, asphalt inspection and testing traffic signal inspection and sidewalk inspection. He also kept daily records of construction records in FDOT systems.

| Education: High School Diploma, Oviedo High School | TIN: H65598100 | Certification/Qualifications/Training: CTQP Asphalt Paving, Level 1 (07/2028); CTQP Earthwork Construction Inspection, Level 1 (05/2028); CTQP Final Estimates Level 1 (09/2028); CTQP Pile Driving Inspection (11/2028); Nuclear Radiation Safety Certification (01/2099); FDOT Intermediate Work Zone Traffic Safety #84816 (04/2026); FDOT Critical Structures Self Study; IMSA Traffic Signal Inspection; FDOT On-The-Job Training (OJT) Certificate – Carpenter

» Matthew Giometti | Additional Inspection Resources | 10 Years of Experience | 1 Year with Metric

Mr. Giometti currently has 10 years of experience performing construction, engineering, and inspection services. He has demonstrated discipline, initiative, and good written and verbal communication skills, as well as a sound mathematical foundation. His hands-on experience includes: Extensive nighttime paving and Maintenance of Traffic inspection, stormwater pollution prevention inspection, clearing and grubbing, earthwork, subgrade and base sampling and testing, storm drain installation, asphalt paving & milling, structural concrete placement, concrete curb and sidewalk installations; lighting; signalization; utility adjustments and relocations; concrete pavement removal and slab replacement operations; and installation of signing and pavement markings. He has exceptional experience maintaining earthwork record systems and asphalt paving inspection and documentation. He is proficient in tracking and documenting pay item quantities and completing daily work reports using PrC. He is also familiar with FDOT policies and procedures, as well as the uses of MAC, and the CPAM.

Similar Project Experience

10/21 – Present: Senior Inspector: CFX SR 417 from Landstar Blvd to Boggy Creek Road: Mr. Giometti serves on CFX on the 417-149, CEI services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road overseeing inspectors and all construction activities. This project involves 3.7 miles of widening along SR 417 from Landstar Boulevard to Boggy Creek Road, primarily within the existing median, by adding a 12-ft General Use Travel Lane and Part-Time Shoulder Running (PTSR) lane in each direction. This includes installation of new median barrier walls and 7-foot paved shoulders, as well as widening of the 8 bridges crossing over Rhode Island Woods Circle, Wyndham Lakes Blvd., Boggy Creek, and Boggy Creek Road. The widening involves installation of more than 12,000 linear feet of new drainage pipe ranging in size from 18-inches to 42-inches and over 115 median barrier and gutter inlets. There are several new drainage laterals crossing beneath the travel lanes shown to be installed by jack and bore method. The improvements also include asphalt milling & overbuild operations to adjust cross slopes, upgrading of the existing guardrail, new overhead sign structures, signalization, lighting, ITS, and noise walls. The intent of the inside widening is to allow use of the PTSR lane when peak traffic volumes require additional capacity. This will require installation of a robust amount of new ITS and traffic monitoring system infrastructure.

| Education: A.A., Valencia 1998, A.S., Computer Animation, Full Sail University 2002 | TIN: G53054377

| Certification/Qualifications/Training: CTQP – Asphalt Paving Technician Level 1 & 2 (06/2025); CTQP – Concrete Field Technician Level 1 & 2 (09/2029); CTQP – Earthwork Construction Inspection Level 1 & 2 (01/2030); CTQP – Final Estimates Level 1 & 2; CTQP –

Drilled Shaft Foundation Inspection (10/2025); CTQP – Pile Driving Inspection (06/2027); FDOT Critical Structures Construction Issues FDOT MSE Wall; FDOT Auger Cast Pile; FDOT Construction Math; ACI Concrete Field Testing Technician Grade 1; ACI Concrete Transportation Construction Inspector; IMSA Traffic Signals Inspector Level 1; and Intermediate MOT

John Millare | Additional Inspection Resources | 2 Years of Experience | 2 Years with Metric

Mr. Millare is a graduate Civil Engineer with a diverse background in the areas of roadway design and construction. Since joining Metric, he has provided CEI and verification testing for roadway, bridge, drainage and utility installations on FDOT projects. As an Engineer-in-Training, he has performed CEI inspections under the supervision of Resident Engineer Bert Woerner, PE and Wade Morris, PE. He has amassed exceptional experience overseeing and performing earthwork density testing, as well as preparation and maintenance of earthwork logbooks as well as overseeing and performing all aspects of inspection, materials testing, documenting pay quantities, reviewing pipe videos and Final As-Builts. Mr. Millare has experience performing inspection of concrete elements. Mr. Millare exhibits a strong understanding of FDOT Specifications, field standards for final estimates, proper source documentation, CPAM, as well as use of electronic materials and document tracking systems.

Similar Project Experience

05/2023 – Present: CEI Intern: SR 417 from Landstar Blvd to Boggy Creek Road, CFX: Mr. Millare serves CFX on the 417-149, CEI services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road. This project involves 3.7 miles of widening along SR 417 from Landstar Boulevard to Boggy Creek Road, primarily within the existing median, by adding a 12-ft General Use Travel Lane and Part-Time Shoulder Running (PTSR) lane in each direction. This includes installation of new median barrier walls and 7-foot paved shoulders, as well as widening of the 8 bridges crossing over Rhode Island Woods Circle, Wyndham Lakes Blvd., Boggy Creek, and Boggy Creek Road. The widening involves installation of more than 12,000 linear feet of new drainage pipe ranging in size from 18-inches to 42-inches and over 115 median barrier and gutter inlets. There are several new drainage laterals crossing beneath the travel lanes shown to be installed by jack and bore method. The improvements also include asphalt milling & overbuild operations to adjust cross slopes, upgrading of the existing guardrail, new overhead sign structures, signalization, lighting, ITS, and noise walls. The intent of the inside widening is to allow use of the PTSR lane when peak traffic volumes require additional capacity. This will require installation of a robust amount of new ITS and traffic monitoring system infrastructure.

| Education: High School Graduate | TIN: M46047799 | Certification/Qualifications/Training: CTQP Earthwork Construction Inspection Level 1 & 2 (Level 1 05/2028; Level 2 04/2029); CTQP Final Estimates Level 1 (06/2028); CTQP Asphalt Paving Level 1 & 2 (Level 1 12/2028; Level 2 04/2029); CTQP Drilled Shaft Inspection (Pending); CTQP Concrete Field Testing Technician level 1 (Scheduled); CTQP Pile Driving Inspection (Scheduled); HazMat Troxler Nuclear Safety; ACI Concrete Field Testing Technician; IMSA Traffic Signal Inspector Level 1 (Scheduled)

» **Jemima Abakah** | Additional Inspection Resources | 2.5 Years of Experience | 2.5 Years with Metric

Ms. Abakah is a graduate Civil Engineer with a diverse background in the areas of roadway design and construction. Since joining Metric, she has provided CEI and verification testing for roadway, bridge, drainage and utility installations on FDOT projects. As an Engineer-in-Training, she has performed CEI inspections under the supervision of Resident Engineers Bert Woerner, PE. She has amassed exceptional experience overseeing and performing all aspects of inspection, materials testing, documenting pay quantities, reviewing pipe videos and Final As Builts. Ms. Abakah exhibits a strong understanding of FDOT Specifications, field standards for final estimates, proper source documentation, CPAM, as well as use of electronic materials and document tracking systems.

Similar Project Experience

02/2024 – Present: Inspector: CEI Group 236 - Rinehart Road and CR46A Interchange and US 17-92 and I-4 ramps and intersection, FDOT District 5: CEI Group 236 involves two projects within Seminole County. Intersection improvements at Rinehart Road and CR46A; include the milling, resurfacing, and widening of Rinehart Road and County Road 46A. This project also includes the installation of curb and gutter, sidewalk, drainage, fencing, pavement markings, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures on County Rd 46A. The second project involves the resurfacing, restoration, and rehabilitation (RRR) of US 17-92 and I-4 ramps and intersection improvements. The improvements on US 17-92 include milling & resurfacing with overbuild, widening, guardrail, Type A, E & F curb, drainage improvements, lighting, and utility adjustments. Work at the I-4 eastbound off ramp and westbound on/off ramps to US 17-92 consists of milling, resurfacing, and widening, traffic separator, guardrail, drainage, lighting, and overhead signs.

| Education: B.S. Civil Engineering, University of Central Florida, 2023 | TIN: A12042099 | Certification/Qualifications/Training: CTQP Earthwork Construction Inspection Level 1 & 2 (Level 1 06/2028; Level 2 04/2029); CTQP Asphalt Paving Level 1 & 2 (04/2029); CTQP Concrete Field Technician Level 1 (08/2028); CTQP Final Estimates Level 1 (11/2028);CTQP Drilled Shaft Inspection (Pending); CTQP

Pile Driving Inspection (Scheduled); Intermediate MOT (08/2027) Florida Stormwater, Erosion, and Sedimentation Control; FDOT Auger Cast Pile CBT; FDOT MSE Wall CBT HazMat Troxler Nuclear Safety; and IMSA Traffic Signal Inspector Level 1 (Scheduled)

» Syed Shahab | Additional Inspection Resources | 20+ Years Experience | 9 Years with PICS

Mr. Shahad has a degree in Civil Engineering with over 20 years of construction experience, and he has performed roadway and bridge inspection for State transportation authorities in Florida. He excels in planning, field work, estimating and bidding, and has exceptional experience in construction management, quality control material management and construction supervision. Mr. Shahad worked for FDOT in the panhandle area as an in-house Construction Inspector on several projects. His inspection duties have included inspection of project sites to ensure that utilities, earthwork, subgrade, base, pipe placement, backfill operations, asphalt, concrete, signing, striping, and signalizations are all in compliance with project plans as well as the inspection of setup and maintenance of roadside/ traffic safety operations. He is familiar with the PrC & ERS system.

Similar Project Experience

02/2024 – Present: Senior Inspector: Group 233 - SR A1A from north of SR 404 to south of Sherry Lee Lane (36th Street), (445214-1) District 5: The Improvements under this contract consist of pavement milling and resurfacing, modification of existing driveways, construction of new median with Type B curb, replacement of existing drainage cast iron inlets with galvanized reticuline steel grates, and adjusting manholes, valve covers and pull boxes due to the pavement resurfacing on State Road A1A from MP 26.162 to MP 30.162, approximately 4 miles in Brevard County.

10/2023 – 02/2024: Inspector: Group 233 - SR 500 from Hibiscus Road to Brevard County Line, District 5: The Improvements under this Contract consist of milling and resurfacing the existing roadway and paving driveway aprons on State Road 500 from Hibiscus Road to the Brevard County Line, approximately 6.5 miles in Osceola County.

| Education: B.S. Civil Engineering, Jamia Millia University, 1994 | TIN: S10079772 | Certification/Qualifications/Training: CTQP Asphalt Paving L1 & L2; CTQP Earthwork L1 & L2; CTQP Concrete Field Tech. L1; CTQP Final Estimates L1; CTQP Drilled Shaft Inspection; TTC Intermediate (IMOT); ACI Concrete Field Tech. L1; FDEP Stormwater Certified; Nuclear Gauge Safety & HAZMAT; FDOT Auger Cast Pile, MSE Wall & Critical Structures (CBTs); ITS CEI for CCTV, MVDS, RWIS, DMS, MFES (CBTs); Project Construction (PrC) Training; and Electronic Record System (ERS) Training – Digital Density Logbook

» Ethan Lang | Additional Inspection Resources | 1.5 Years of Experience | 1.5 Years with PICS

Mr. Lang has been working in the construction industry throughout his career since 2019. His reference from previous employment says he accomplished tasks with meticulous attention to detail and minimal oversight, showcasing a strong work ethic and a proactive attitude towards assisting others. He also demonstrated unwavering reliability and a high level of responsibility as an employee.

Similar Project Experience

09/2023 – Present: Inspector: SR 501 Resurfacing from N of King Street to E of Industry Road, 447085-1 (E57B7), CEI Group 233, District 5: The Improvements under this contract consist of horizontal deflections, curb extensions, raised, spot medians, controlled pedestrian crossings, sidewalk widening, signalization, signing and pavement marking upgrades, minor drainage improvements as needed, and resurfacing on State Road 501 from north of King Street to East of Industry Road, approximately 3.3 miles in Brevard County.

2019 – 2023: Contract BE-742 Corrosion Testing and Special Product Evaluation Services: Ethan began his career as a laborer and worked his way up to the position of Corrosion Technician. He served as a Corrosion Technician on this FDOT Contract. He was directly involved in the successful performance of numerous task work orders that encompassed a wide range of technically diverse tasks as described below.

- Corrosion condition evaluations utilizing non-destructive and destructive testing methods and equipment on bridge superstructure and substructure components including conventionally reinforced, prestressed, and post-tensioned concrete elements and components with black and epoxy-coated reinforcing steel.
- Corrosion evaluations of internal and external post-tensioned tendons.
- Destructive and non-destructive corrosion testing and condition assessment evaluations on concrete culverts, and other FDOT structures.
- Inspect, evaluate, monitor, maintain, and repair existing sacrificial and impressed current corrosion control systems, including coatings, installed on bridge structures throughout Florida. (2019 - 2023)

| Education: High School Graduate – FLYCA, Starke | TIN: L52021096 | Certification/Qualifications/Training: CTQP Asphalt Paving L1 & L2; CTQP Earthwork L1 & L2; CTQP Concrete Field Technician L1; CTQP Final Estimates L1; TTC Intermediate (IMOT); ACI Concrete Field Tech. L1; IMSA Traffic Signal Tech. L1; IMSA Traffic Signal Inspector; FDEP Stormwater Certified; FDOT Auger Cast Pile, MSE

Wall & Critical Structures (CBTs); Nuclear Gauge Safety & HAZMAT; ITS CEI for CCTV, MVDS, RWIS, DMS, MFES (CBTs); Project Construction (PrC) Training – Inhouse; Electronic Record System (ERS) –Training – Digital Density Logbook – Inhouse

» **Noel Shull** | Laboratory & Materials Testing/Asphalt Plant Inspection | 34 Years of Experience | 2.5 Years with Nadic

Mrs. Shull is the Lab Manager and Technical Manager with over 34 years of experience working in the Geotechnical and Materials Testing. She is skilled in asphalt testing, construction, quality control, research, and quality assurance. Mrs. Shull has performed all types of projects from Schools, FDOT, CFX, Roadway, Turnpike, to architectural and drainage.

Similar Project Experience

04/2024 – 05/2025: Neovation Way, Neptune Road to Neocity Way, Osceola County, FL: Verification Inspector: This project consisted of constructing Neovation Way, a 0.56-mileroadway serving as the main access point to Osceola County's NeoCity technology district, featuring a four-lane divided layout with distinctive gateway design elements, on-street parking, and buffered sidewalks. It also included the installation of a shared-use trail, comprehensive lighting, and hardscaping, all within existing county-owned right-of-way, with designated signalized intersections at both ends.

| Education: B.S. Civil Engineering, University of Central Florida; Civil Engineering, Valencia College

| Certification/Qualifications/Training: OSHA 10; CTQP Asphalt Plant - Level 1; CTQP Asphalt Plant - Level 2; CTQP Asphalt Mix Designer; ACI Aggregate Base; ACI Masonry Laboratory Testing Technician; CTQP LBR Technician; ACI Concrete Strength Lab Technician; ACI Specialty Concrete Lab Technician; Direct Shear Testing for Retaining Wall / Design-Build; and Radiation Safety Officer

» **Winston Hayes** | Laboratory & Materials Testing/Asphalt Plant Inspection | 12 Years Experience | 2 Years with Nadic

Mr. Haynes is a professional Quality Control Inspector with over 12 years of hands-on experience in Asphalt Plant, Asphalt Paving, and Earthwork Testing. Mr. Haynes has expertise in, Asphalt Testing, Quality Control, Data Collection; FDOT Inspecting, and Quality Assurance.

Similar Project Experience

2023: FDOT 686 Roosevelt Blvd E & W bound FDOT 275 Howard Frankland Bridge, Tampa FL: Quality Control Inspector - Construction Cost $865.3 million: Mr. Haynes served as an FDOT Quality Control Inspector, overseeing various vital aspects of roadway construction. He managed current roadway reports, reviewed project plans and specs, and collaborated with the foreman regarding daily production plans. Winston also coordinated with asphalt labs for mix test data, ensured precise milling, depth, and slope compliance, monitored asphalt loads for temperature tolerance, accurately calculated yield, and recorded cross slope measurements. His duties also included core sampling, equipment calibrations, straightedge testing, and detailed report completion.

| Education: B.S. Information Technology Polk State College Lakeland, FL | Certification/Qualifications/Training: CTQP Asphalt Plant - Level 1; CTQP Earthwork Level 1; CTQP Earthwork Level 2; CTQP QC Manager; CTQP Paving Level 1; CTQP Paving Level 2; and FDOT MOT Cert #75848

» **Denis Denis, PE, PSM** | Survey Support | 16 Years of Experience | 9 Years with Colliers

Mr. Denis is a licensed Professional Surveyor and Mapper and a licensed Professional Engineer in Florida, and is a proctor for the National Society of Professional Surveyors (NSPS) Certified Survey Technician (CST) program. With over 16 years of surveying expertise in design and construction, Mr. Denis has successfully completed numerous projects, ranging from small-scale land surveys to large-scale construction and infrastructure developments. He has worked with multiple Districts of the Florida Department of Transportation (FDOT) and has also served as in-house consultant to FDOT District 6 Surveying and Mapping office. His expertise includes control and right of way mapping surveys; design surveys for engineering projects; route surveys for highways; utility, topographic, and as-built surveys; ALTA/NSPS land title surveys; and construction support surveys for commercial and high-rise building projects.

Similar Project Experience

Project Manager | PSM: SR 717 (E. Canal St.) from SR 80 to SE Avenue E (FM #449834-1) and SR 60 from 21st Ave. to Indian River Blvd. (FM #448443-1) - Design Survey, Control Survey & ROW Survey, FDOT District 4, West Palm Beach and Indian River Counties, FL: Colliers joined Scalar Consulting Group on Contract #CAR69 to provide survey support to include full design survey/DTM, Mobile LiDAR, baseline of survey, right of way line geometry, and SUE. Deliverables in ORD format.

Project Manager | PSM: Miscellaneous Surveys and Maps, FDOT District 4, Various Counties, FL: Colliers Engineering & Design joined Biscayne Engineering as Subconsultant on Continuing Services for Surveying, Mapping, and SUE Contract #CAM23, under which we have completed the following TWOs to date:

- SR 5 Fischer St. to Decker Ave., Stuart - Maintenance Map for FM #447649-1

- SR 804 (E. Ocean Ave.), Boynton Beach - Maintenance Map for FM #447669-1
- SR 811 (Dixie Hwy.) from Sample Rd. to Hillsboro Blvd. - SUE Services for FM #448174-1
- SR 838 (Sunrise Blvd.) at Intercoastal Waterway - Sovereign Submerged Lands Easement Survey and Sketch, and SUE Services for FM #446181-1.

| Education: Bachelor of Business Administration, Florida International University (FIU), 2018, BS, Civil Engineering, Florida International University (FIU), 2013 | FL PE# 89314 | PSM# LS7017 | Affiliations/Memberships: Florida Surveying and Mapping Society (FSMS); American Congress on Surveying & Mapping (ACSM); National Society of Professional Surveyors (NSPS) Certified Survey Technician (CST) Proctor

» Erin Smith, MS | Environmental Support | 10 Years of Experience | 10 Years with Metric

Ms. Smith brings a wealth of relevant environmental knowledge to the team. She provides wildlife and resource surveys as well as landscape inspections, conducts site reviews for environmental permit and NEPA compliance, prepares environmental documents, oversees contractors, and provides in-house support including a variety of data tracking, QC/QA, and other related services for Metric's projects.

Similar Project Experience

06/2022 – 12/2022: Sr. Environmental Scientist: Monroe County Mooring Feasibility Analysis, Monroe County: This project entailed the analysis of benthic resources, shoreside facilities, regulatory requirements, bathymetry, access, and related attributes to determine a preferred alternative location out of three sites proposed by the County. Work entailed benthic surveys, GIS map development, shoreside facility inspection and documentation, regulatory agency (FDEP, SFWMD, FKNMS, USACE) meetings and coordination, and presentation of the findings to the County Commission. In addition, design details and permitting/construction pricing were provided to facilitate preparation of design and construction bid documents. Ms. Smith assisted with benthic surveys, site inspection, data analysis, and agency and municipality coordination for this contract.

02/2024 – Present: Senior Environmental Scientist/Deputy PM: Districtwide Environmental Compliance Monitoring of Construction or Maintenance Projects, FDOT District 6: This contract provides inspection and monitoring oversight of all active construction and monitoring, maintenance, and other site management efforts for all mitigation sites with FDOT District 6, to verify, document and facilitate environmental permit compliance, as well as compliance with related environmental commitments. Work includes preparation of environmental compliance documentation for preconstruction meetings, conducting routine inspections of active construction sites, reviews of proposed staging areas, pre- and post-construction inspections, coordinating with project CEI staff to ensure continued environmental compliance with FDEP NPDES permits, SFWMD ERPs, Water Use and ROW permits, USACE Section 404 permits and Sec 408 clearances, FKNMS permits, Miami-Dade drainage, dewatering, and coastal permits for off-system roads, and NEPA commitments, as well as coordination with FDOT and regulatory staff. Metric also provides mitigation planning, surveys, and documentation for incoming projects. Ms. Smith provides contract and project management, site inspections, natural resources surveys and documentation, and agency and design coordination for this contract.

| Education: B.S. Information Technology Polk State College Lakeland, FL | Certification/Qualifications/Training: CTQP Asphalt Plant - Level 1; CTQP Earthwork Level 1; CTQP Earthwork Level 2; CTQP QC Manager; CTQP Paving Level 1; CTQP Paving Level 2; FDOT MOT Cert #75848

Tab 4

Experience

Experience

Metric's CEI team has extensive experience with and has included examples of our ongoing and completed projects within the last 10 years working with roadway construction, streetscaping, stormwater system construction, and intersection improvements original budget vs actual budget.

CEI Ongoing Projects

SR 46 Monroe Rd to French Ave

Seminole County, Florida

This project involves milling and resurfacing, turn lane and shoulder widening/ reconstruction, curb and gutter, bike lanes, sidewalk, guardrail, traffic signals, signing and pavement markings, intelligent transportation systems and drainage improvements on SR 46 east of I-4 from Monroe Rd (CR-15) to N French Ave.

***Project Construction Cost**: $16,711,370; **Owner's Name | Address | Phone Number:** FDOT District 5 | 719 S. Woodland, Blvd. Deland, FL 32720 | Kim Navarro, (407) 278-2729; **Years Completed:** 09/2024 – Present*

CR 46A at Rinehart Road



Sanford, Florida

Project number 242592-6-62-01 involves the intersection improvements at Rinehart Road and CR46A; including the milling, resurfacing, and widening of Rinehart Road and County Road 46A; as well as the installation of curb and gutter, sidewalk, drainage, type A fencing and pavement markings on Rinehart Road; in addition to curb and gutter, drainage, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures on County Rd 46A. The new signalization at the intersection includes the installation of seven new mast arms. Twenty new light poles will be installed along Rinehart Road and at the intersection of County Road 46A. The ITS scope includes the installation of vehicle detection equipment as well as a CCTV camera at the intersection.

***Project Construction Cost**: $8,347,803; **Owner's Name | Address | Phone Number:** FDOT District 5 | 719 S. Woodland, Blvd. Deland, FL 32720 | Kim Navarro, (407) 278-2729; **Years Completed:** 07/2023 – Present*

US 17-92 from the Central Florida Zoo to the I-4 West Bound Ramps

Sanford, Florida



Project number 242592-8-62-01 involves the resurfacing, restoration, and rehabilitation (RRR) of US 17-92 and I-4 ramps and intersection improvements. The improvements on US 17-92 include milling & resurfacing with overbuild, widening, guardrail, Type A curb, drainage improvements, lighting, and utility adjustments. Work at the I-4 eastbound off ramp and westbound on/off ramps to US 17-92 consists of milling, resurfacing, and widening, traffic separator, guardrail, drainage, lighting, and overhead signs. The signal improvements scope at the intersection includes the installation of seven new mast arms.



***Project Construction Cost**: $8,347,803 **Owner's Name | Address | Phone Number:** FDOT District 5 | 719 S. Woodland, Blvd. Deland, FL 32720 | Kim Navarro, (407) 278-2729; **Years Completed:** 07/2023 – Present*

CEI Completed Projects

SR 429 (Wekiva Pkwy Section 8)

FDOT District 5

Metric served on the FDOT District 5, SR 429 (Wekiva Pkwy Section 8) Systems Interchange at I-4 Design-Build Project. This $253.3-M Design-Build Project is a System-to-System Interchange connecting SR 429, I-4, and SR 417. It includes construction of 2.6 miles of the SR 429 limited access toll road which is the final segment of the Wekiva Parkway and widening and reconstruction of 2 miles of I-4 to accommodate the future I-4 Beyond the Ultimate (BtU) Project. The project involves 22 new bridges (including third level flyovers); toll gantry spanning the NB and SB travel lanes, expanding the SR 417 at the International Parkway to a full interchange. Key features include: 12 new multi-span and 8 new single span bridges; widening 2 existing bridges; over 100 MSE Walls having a total length of nearly 9 miles; over 108,000 LF of drainage pipe and more than 600 drainage structures as part of the stormwater management and floodplain compensation (FPC) systems; 4-million plus CY of earthwork including nearly 2-million CY of import fill requirements; 3.6 miles of sound wall; highway and high mast lighting; new ITS components throughout the project limits; over 700 sign structures; provisions for landscaping; demolition of existing bridges; and pavement markings.

***Project Construction Cost**: $253.3 Million; **Owner's Name / Address / Phone Number:** Florida Department of Transportation (FDOT) District 5 | 2400 Camp Road, Oviedo, FL 32765 | Tammie Andrews (407)-278-2741,* tammie.andrews@dot.state.fl.us; ***Years Completed:** 11/2018 - 10/2023*

US 17-92 Widening and Reconstruction

Casselberry, Florida

This project involved widening and reconstruction of existing US 17-92, as well as, providing 4 elevated lanes, construction of new NB and SB exit ramps to SR 436 along with a new 3 span bridge over SR 436 that consist of 18-inch concrete pile and 96-inch Florida I-beams. This project has the distinction of involving the largest Florida I-beams placed in the State to date, 209-feet long at the center span. Each beam weighs approximately 250,000 pounds and requires a specially designed 12-ft wide trailer system that can expand to 19-ft wide (separate front and rear) to transport the beams to the project. The trailer system includes a separate hinging back trailer which utilizes a remote-controlled turning system to accommodate wide turning movements and requires an 8 Trooper escort. Placement requires specially designed 2-part lifting harnesses. Mass concrete pours have been required for all footers, columns, and pier caps. The project also involved widening along SR 436 including bike lanes, sidewalks, drainage, 2 MSE Walls, new Blue Tooth ITS System, roadway lighting, aesthetics and hardscaping, utility adjustments/relocations, and signalization. *This project won the 2016 Design Build Institute of America - Best project of the Year Award for Transportation, Structures Category.* FDOT FIN 404418-1-52-01.

***Project Construction Cost**: $55,000,000 **Owner's Name / Address / Phone Number:** FDOT District 5 | 719 S. Woodland, Blvd. Deland, FL 32720 | Jeff Oakes, (407) 482-7835; **Years Completed:** 01/2014 – 07/2022*

Project Title/Location: SunTrax Test Facility Project Phase 1

Auburndale, Florida



This project included a 0.5 mile 2-lane entrance road with a roundabout, *as pictured above*. This project involved the construction of a 2.25-mile oval track designed to support high-speed testing of emerging toll technologies, ITS, and automated/connected vehicles. The track consists of a 5-lane straightaway typical section with paved shoulders and 2 lane super-elevated oval curve typical sections with paved shoulders. The project also involved about 1,000,000 cubic yards of earthwork including two 30-foot high MSE Retaining Walls; more than 16,600 linear feet of drainage pipe with 91 drainage structures, two (2) wet detention ponds; a 3 sided precast arch bridge culvert on mass concrete spread footing foundation spanning 56 ft; individually dimmable highway lighting system ITS elements that include more than 38,500 linear feet of fiber optic cable, 12 CCTV cameras, as well as, an 11,784 square foot Operations Building and a 9,074 square foot Storage Building. *The Operations and Storage Buildings meet the Silver Requirement for LEED in accordance with the USGBC. This project is the recipient of the 2019 FTBA Best in Construction Award for Project of Special Significance, the 2019 ENR Award of Merit for Specialty Construction, and the 2020 America's Transportation/SASHTO award for 'Best Use of Technology & Innovation.*

***Project Construction Cost**: $42 Million; **Owner's Name | Address | Phone Number:** Florida's Turnpike Enterprise (FTE) | Mile-Post 263 - Turkey Lake Service Plaza Bldg., 5315, Ocoee, FL 34761 | Rachel Panchookian (954)-934-1128, Rachel.panchookian@dot.state.fl.us; **Years Completed:** 06/2017 – 05/2019*

Design Completed Projects

Metric's design team has also completed several complete streets projects, which include:

- Harrison Avenue from Government Street to 4th Street (Segment 1) in Bay County, City of Panama City *(Pictured Below)*
- Systems Planning Consultant Services, FDOT District 3
- Continuing Transportation Engineering and Planning Services (2015 – 2020), City of Orlando *(Pictured Below)*
- Continuing Engineering Services for Traffic, Roadway, and Civil Engineering Services, (2015 – 2020), Broward County *(Pictured Below)*
- SR A1A S. Roosevelt Boulevard from Bertha Street to the end of Smathers Beach in Key West/Monroe County, City of Key West and FDOT District 6 *(Pictured Below)*
- Pine Avenue Sidewalk in City of Chipley, Washington County
- CR 22A (Bob Little Road) Bike/Ped Path from Cherry Street to 7th Street in City of Calloway, Bay County



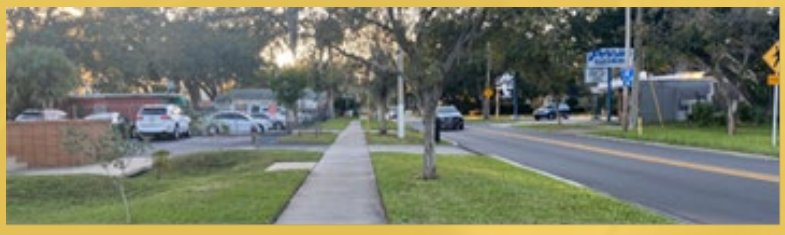
FDOT District 6 – SR AIA S. Roosevelt Boulevard from Bertha Street



Broward County – Cont. Engineering Services for Traffic, Roadway, and Civil Engineering Services



Panama City – Harrison Avenue



City of Orlando – Cont. Transportation Engineering and Planning Services

Tab 5

Project Plan

Project Plan

Metric's CEI team ensures project success through rigorous inspection, quality control, and clear communication. We will oversee inspection of construction materials, drainage, stormwater management, signage, MOT, and utilities, verifying compliance with all standards. Daily report logs will document progress and we will facilitate coordination with the City, contractors, and agencies, ensuring efficiency, safety, and project integrity.

Summary Plan of Project

The goal of the team is to be valued as an active participant in successful delivery of the project. Metric's proposed Senior Project Engineer, Bert Woerner, PE, will begin reaching out to all stakeholders as soon as we are given notice to proceed. The Metric Team will establish the project processes at the preconstruction conference, sharing our expectations and what we consider to be keys to a successful project. We will listen to all stakeholders' needs and clearly define a path to achieve success. Our experience and communication skills will help us to navigate any challenges and achieve the best possible outcome for the project. The Metric Team will assert themselves into the project by communicating and planning ahead. Our approach to the challenges is to be proactive participating partners and teammates from the start to the finish of each project. We understand the City of New Smyrna Beach desires to have a successful project with the least impact on the traveling public, businesses, and residents. The Metric Team's approach is to empower all employees to make appropriate decisions at the lowest level. This helps us to be efficient with our communications and allows the project to keep moving forward. Our inspectors are trained to look ahead at operations and to communicate potential issues early so that the contractor can adjust and prevent rework.

Mr. Woerner will schedule and conduct the Preconstruction Conference with the successful contractor and subcontractors to review all coordination issues and establish how all project information will be exchanged and documented. It will be conducted as a workshop and not a simple formality. Mr. Woerner will emphasize at a minimum the following:

- Contractor/CEI contact information exchange
- Contractor proposed schedule of critical operations
- Contractor anticipated staging area and process for material deliveries
- Establish coordination with utility representatives and discuss utility coordination issues and schedule of separate pre-utility meetings, if necessary
- Public information requests and minimizing impacts to residents, business owners, and traveling public.
- Plan interpretation issues and /or clarifications
- Material substitution requirements / procedures
- Facilitation of a submittal schedule, shop drawings, and other documentation submittals
- Contractor submittals including shop drawing details and review time
- Process for response to Requests for Information (RFIs)
- MOT restrictions and approval process for lane closures requests
- Contractor invoice submittals and approval process
- Future construction activity prework meetings
- Establish an escalation process and discuss the flow of information
- Davis Bacon Act requirements
- Build America, Buy America (BABA) requirements

Meeting minutes will be prepared and distributed to all attendees, as well as hard copies of shop drawing and submittal lists with specific instructions to the Contractor(s) regarding the submittal process, the form and protocol for use, distribution of copies, etc.

Our team will conduct regular progress meetings which will serve as forums to review project milestones, address any challenges, and ensure alignment with the contract's timelines and deliverables. Discussions will be documented with Meeting Minutes distributed to all parties. Our team values making meetings productive and efficient. Our team does not desire to surprise the contractor during the progress meetings. Progress meetings are generally to document communications. When the Metric Team would like to have in-depth discussions, this should be done with an appropriately sized audience. In our current project progress meetings, we typically design the agenda to best utilize the attendees' time effectively. For example, if utility companies or the Engineer of Record are attending, we will structure the agenda to discuss their critical points and dismiss them early. This is intended to keep focused on pertinent topics with the right audience. Metric also utilizes communication logs to track submittals, shop drawings, requests for information, notices of intent to file claims, contract changes, plan revisions, and public information (including 3rd party claims). Each of these logs are designed to establish the "ball-in-court", status of the item, days the items are open, and keep items progressing to resolution. These logs are discussed and documented in the progress meeting minutes. These are just some of the tools that the Metric Team utilizes to manage administration of construction projects. In addition to the weekly Progress Meetings, Mr. Woerner and Mr. Premchand will request issue resolution meetings. These informal meetings are intended to discuss and negotiate our way to resolve the outstanding unresolved issues. It is one of the tools we use to stay on top of things and keep the lines of communication open.

Our team will set up and administer pre-work meetings for key new activities before they begin on the project. Examples of this include items such as: watermains, drainage, concrete, asphalt, and striping. We will customize the pre-work meetings as beneficial to all parties involved in the work. Understanding each other's processes prevents surprises and miscommunications. The pre-work meetings, along with all other meetings, will include safety aspects and hazards of the work to reduce accidents.

CEI Photography and Videography: Metric inspection staff are equipped with GoPro cameras. Inspection staff also utilize GPS recording on the image photography applications on their phones. Our administrative staff have multiple certified drone pilots utilized to perform drone photography/videography periodically to document the jobsite and maintenance of traffic conditions. We find that these images are excellent tools to share information with stakeholders. We also use these images to document existing conditions prior to beginning the work.

Administration of Contract: Metric will oversee the administration of this contract on behalf of the City of New Smyrna Beach throughout the construction process until final payment is given. The CEI will be responsible for monitoring and reporting the means, methods, procedures, or safety protocols related to the work as per the contract documents and will document the actions or oversights of the Contractor, subcontractors, or their personnel. The CEI will ensure the Contractor always maintains unrestricted access to the work site and will provide suitable facilities to allow access for the CEI to fulfill their obligations as outlined in the contract documents. Additionally, following the CEI's assessments and examination of the Contractor's payment requests, recommendations for payment to the Contractor will be made. The CEI will review and provide recommendations to the City's Construction Project Manager for requests for information, change orders, time extensions, alternate traffic control plans, and claims provided by the Contractor.

We will review, provide recommendations, and coordinate the Contractor's submittals with the Engineer of Record to ensure compliance with the design concept and contract documents. Additionally, the CEI Manager will evaluate change orders, conduct project reviews to determine completion dates, facilitate the receipt of warranties, and provide on-site project representatives.

The Metric Team is familiar with working with the St. John's River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) through construction projects. We understand the importance of close coordination with the districts for a successful project. We can assist the Contractor in obtaining the necessary permits to meet the conditions of the permit. Proper early communication and notifications are the key to a cooperative relationship. Establishment of the process is to prevent impacts to the environment. The Metric Team has reviewed the plans and included general notes. The Metric Team is also aware that there are several general notes concerning the working around hazardous materials. Metric inspectors and administrative staff have worked on projects with hazardous materials on previous projects. We will review contamination assessment screening reports performed prior to the project. We will also review the FDEP's website to assist the Contractor in preparing their stormwater pollution prevention plan and application for the FDEP permit. It is understood that the Contractor will need to perform dewatering to install the new storm sewer, 8" water line, and electrical conduit installations. These activities will need to address any specific adjacent potential contaminated sites. The Metric Team is aware of the need to ensure the Contractor takes all precautionary measures to prevent pedestrians from entering the work areas and excavations.

Conformity with Plans and Specifications: All work and materials will adhere to the specified dimensions, material requirements, and testing criteria outlined in the contract, plans, and specifications. If discrepancies are noted by the Metric Team, we will assess whether the affected work meets acceptable standards for safety, economy, durability, and workmanship. If so, they will advise the City and recommend adjustments based on sound construction practices and necessary tests. If the work does not meet acceptable standards, the Contractor will be responsible for correction at their expense as per the contract requirements. The Metric Team will review and approve the Contractor's quality control plan. We will also ensure that it is continually maintained to meet the quality requirements of the project. We will jointly prepare the job guide schedule with the Contractor to manage all sampling and testing necessary for the project. We will ensure that the Contractor utilizes approved mix designs for concrete and asphalt. The Metric team will verify that all backfill, embankment, subgrade and base meet the specifications, are compacted to the specified density. Our team will ensure that all quality control testing is verified in accordance with the specifications and ensure all records are kept of the quality control and verification testing in the density logbook.

Coordination of Contract, Plans, and Specifications: We understand that the Contract, drawings, plans, specifications, referenced specifications, and standards cited are essential parts of the Contract. In case of discrepancies, calculated dimensions prevail over scaled ones; technical specifications govern over general conditions, plans, and cited standards; general conditions supersede plans and cited standards. The Contractor must promptly notify the CEI of any apparent errors or discrepancies.

Our team has extensive experience in reviewing the contractor's maintenance of traffic control measures. We have conducted thorough evaluations of the Traffic Control Plans (TCP) and understand that Phase I involves closing the westbound (WB) lane. To accommodate this closure, WB traffic will be detoured north along Riverside Drive to Wayne Street, providing access to Dixie Highway (US 1). During this phase the pedestrian traffic will be maintained along the south side of Washington Street. During this phase the Contractor is to

construct all underground utility work, drainage, driveways, and sidewalks on the north side of the roadway. In addition, all underground electrical work must also be completed prior to Phase II. Phase I also allows full detour of Washington Street or its side streets during underground utility or drainage significant work. Phase II of the TCP closes the eastbound (EB) lane of Washington Street and detours the traffic north along US1 to Wayne Avenue to get to Riverside Drive. In this phase the overhead utilities and poles are relocated, and the remaining underground utilities, drainage, driveways and sidewalks are constructed. The Metric Team will be vigilant in our persistence to get the Contractor to plan their work, so that we can provide proper notification to the businesses, residents and traveling public. We will also ensure that the driveways and side street access are maintained. We will also review the detour to ensure that the appropriate signage is in place. During Phase III of the TCP, the Contractor is to complete the milling, resurfacing, friction course and final pavement markings are to be installed. During Phase IV the Contractor is to complete the lighting, irrigation and landscaping installations.

Our team is well-versed in reviewing and approving monthly estimates, as well as preparing final estimate documentation. We emphasize the importance of starting with the end in mind, ensuring that each inspector is equipped to accurately obtain and document daily quantities from the outset. Our inspectors understand how each pay item is documented from underground items to striping our team ensures that each item is accounted for. We will ensure that we have accurate quantities reported each day from our inspector(s). The inspectors provide the necessary measurements, photos and calculations of their daily quantities each week. Our Contract Support Specialist will then review, compile and verify it is correct each week. Our team will share this information with the Contractor to aid the resolution time of each invoice and for our final estimate preparation as we go. Our Senior Project Engineer and Project Administrator will also ensure that the quantities are in compliance with the project plans and specifications. Any overruns or underruns will be shared with the City's Project Manager as soon as they are known. Our Senior Project Engineer will also provide an explanation of the overrun or underrun. Each month we will also include a review of materials sampling and testing to resolve with the contract and include on their certification of compliance with specifications and plans.

Our team will track the Contractor's pursuit of work by ensuring that they are working on the controlling items of work. We will document the effects of weather in our daily work reports. We will also track holidays and any other impact to the Contractor's ability to perform the work. This will be resolved monthly within a weather letter sent to the Contractor to document the time used.

If our team notices an impact to the Contractor or receives a notice of intent to file claim, our team will acknowledge receipt of the issue. We will provide the City's project Manager our initial contractual analysis and describe the potential magnitude of impact. We will always work with the Contractor to mitigate any delays. If outside help is necessary to resolve the issue, for example from the EOR or a Utility Agency, our team will work expeditiously to resolve the issue. Our team will prepare a work order or supplemental agreement if necessary to resolve the change with the contract. We will negotiate a fair and equitable cost based on our documented independent engineer's estimate.

City of New Smryna Beach
Daily Inspection Report

Date:		Contract No.:		Inspector:	
Project No.:		Project Name:		Contractor:	

High Temp:	AM Conditions:	PM Conditions:
Low Temp:		

Remarks

Maintenance of Traffic (MOT)

Roadway	Direction	Location Description	Type of Closure	Standard Plan Index	Placement Time	Pickup Time

Accidents (Check One) No X Yes	See Accident Report Dated:	Day of Week: Saturday	Contract Day: -44402	Total Days: 1243

Visitors:

Contractor(s) and Personnel

No.	Name	Type	No.	Hrs	Type	No.	Hrs	Type	No.	Hrs
1	Prime	Supt.			Foreman			Skilled		
		Semi Skilled			Common			Operator		
2	Sub/Utility	Supt.			Foreman			Skilled		
	Conti	Semi Skilled			Common			Operator		
3	Sub/Utility	Supt.			Foreman			Skilled		
		Semi Skilled			Common			Operator		
4	Sub/Utility	Supt.			Foreman			Skilled		
		Semi Skilled			Common			Operator		
5	Sub/Utility	Supt.			Foreman			Skilled		
		Semi Skilled			Common			Operator		
6	Sub/Utility	Supt.			Foreman			Skilled		
		Semi Skilled			Common			Operator		
7	Sub/Utility	Supt.			Foreman			Skilled		
		Semi Skilled			Common			Operator		
8	Sub/Utility	Supt.			Foreman			Skilled		
		Semi Skilled			Common			Operator		

Daily Report Log

Below is an example of a daily work report and example of a weekly summary Metric would provide for communicating with the City, Contractor, permitting agencies, the public and others, as well as work activities associated with the project. Metric will review, combine, and summarize each week's daily work reports and share this package with all desired recipients.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Daily Inspection Report

Date:	1/0/1900	Contract No.:	0	Inspector:	0
Project No.:	1/0/1900	Project Name:	0	Contractor:	0

Contractor(s) Equipment (Active or Idle)

Contr/Sub No.	Equipment ID	Description	No. Pieces	No. Used	Total Hrs Used

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Daily Inspection Report

Date:	1/0/1900	Contract No.:	0	Inspector:	
Project No.:	1/0/1900	Project Name:	0	Contractor:	0

Estimated Work Performed *(All work with Pay Items must be recorded here)*

Contr/Sub #	Plan Sheet/Date	Pay Item Number	Description of Work	Location		Installed	
				Beginning	Ending	Qty	Units

Weekly Report Log

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Engineer's Weekly Summary

Sacyr Construccion SA:
Roadway:
Continued finish grading embankment and slopes at Pond B.
Continued finish grading embankment and slopes at Pond D.
Began finish grading 1:3 slope between MSE wall 3 and noise wall.
Continued to finish grade embankment and slope at Pond E.
Removed existing guardrail and miscellaneous asphalt for installation of new guardrail by Slagter at ramp H.
Installed miscellaneous asphalt at ramp H.
Performed erosion control operations at various locations on the project.
Hauling embankment for various operations throughout the jobsite
Continued median barrier wall corrections patch and pointing SB station 844+00.
Patch and pointed the Boggy Creek bridge bents 3-5.
Patch and point noise walls NBP9-S, NBP11-S, NBP12-S & NBP13-S.
Performed rolling straightedge throughout the project.
Prepped embankment and placed 3' mulch strip around noizewalls SBP-8 and SBP-12.
Conti, LLC.:
Maintained and trouble shoot ITS and lighting on the project.
Continued assembling overhead structures PTSU-9.
Continued assembling overhead sign structures OT-1.
Installed ITS cabinets, pull boxes, conduit and type 2 poles.
Tied in ITS conduit to pull boxes.
J Lara Construction:
Placed concrete mowing aprons for Conti at various locations throughout the project.
Synergy Utility Group Inc.:
Trenched in lighting conduit.
Directional bored lighting conduit.
Installed lighting pull boxes.
Arrive Alive Traffic Control, LLC:
Installed nighttime lane closures for Sacyr at various locations.
Traffic Systems Technology Company:
Installed pull boxes and power services at the NB & SB Boggy Creek ramps.
All-Rite Fence Services, LLC:
Installed 5' fence on MSE wall 3.

J. Mori Painting, INC.:
Continued painting noise wall NBP13-S.
Began painting the Boggy Creek bridge facia beams and barrier walls.
Began painting the Boggy Creek Rd existing MSE walls.
A-1 Florida Sod, INC:
Placed sod at Pond E.
Placed sod at ramp P.
Placed sod behind noisewall SBP-8.
FCS Industries, Corp.:
Hauled embankment throughout the project.
Williams International Crane Rigging and Service, LLC:
Installed overhead sign structure PTSU-9.
Installed overhead sign structure OT-1.
Removed existing overhead sign OT-6
Installed LCS signs on PTSU-9.
C. Slagter Construction, Inc.:
Removed and installed guardrail at ramp H.

Rolando Millare / David Smith Prepared by:(Print Name)	Bert Woerner Reviewed by: (Print Name)
Prepared by:(Signature)	Reviewed by: (Signature)

Project No.	Project Name	Contractor	Elapsed Days / Total Contract Days = %
417-149	SR 417 Widening from Landstar to Boggy Creek Rd	Sacyr Construccion	97.24%
Week Ending	**Contract Days Used**	**Schedule % Complete**	**$ Earned to Date / $ Contract Amount = %**
07/21/2024	1092	89.72%	89.75%

This form summarizes the information on daily report of construction from Monday through Sunday. After completion, attach this form to the top of the week's daily report of construction forms prior to distribution.

Inspection Procedures

Our team is prepared to inspect the installations of all underground utilities and drainage systems. We will verify the Contractor submits and obtains approval for all required materials. For example, we will verify that the Contractor has submitted the necessary fittings, valves, restraints, pipe material and testing procedures prior to beginning the installations of the 8" water main and associated connections. We will request a prework meeting to discuss the installation sequence to ensure that all necessary steps are included. Our Inspector will verify that the Contractor's materials and what was approved in the shop drawings, the backfill and testing follows the QC plan and specifications, the sequence is completed as intended, and that the appropriate tests are completed/documented/and submitted for approval. For drainage installations we will follow the above procedures except that we will review the videos, ensure that they are reported correctly, corrective actions are recommended and approved prior to implementation, and all items will be documented in our drainage pipe video matrix.

Our inspectors are CTQP qualified for earthwork, concrete, and asphalt. They are also experienced and proficient in their abilities to inspect the roadway construction. Our inspectors understand how to inspect the curb and gutter, driveways and sidewalks to verify they meet the ADA requirements and quality of workmanship. Our team is aware of the architectural finishes with the sidewalk. We understand the joint spacings are to match across the roadway and that the broom finishes are perpendicular to the roadway. We understand the troweled boxes are intended to look.



When paving begins on the project, our team will collaborate closely with the Contractor's quality control staff to manage asphalt reporting efficiently and accurately. This requires daily coordination, thorough review, and clear communication. Our process starts with proactive communication from our asphalt inspector, including discussions with the plant verification technician to align on production and testing schedules. The inspector will also compare and verify onsite quality control testing and documentation.

To ensure all quality standards are met, our inspector will oversee mix design, temperature, spread rate, cross slope, rolling straight edge, and surface texture. Any test failures or issues will be immediately escalated to Mr. Premchand for resolution. Managing the quality and quantities of asphalt will be one of the more challenging aspects of this project. Metric recognizes the importance of tracking lifts and spread rates of the overbuild in the eastbound lane of Washington Street, from Sams Avenue to Riverside Drive, adjacent to Old Fort Park. Our approach to this project is simple: communicate early and often!

The Metric Team is familiar with performing inspection of installations of the signing and pavement markings. We are familiar with FDOT Standard Plans and will ensure the appropriate post size, mounting hardware, color, size, graphics and offset location is correct. We will also verify the visibility of the sign is as intended. It is common for an occasional sign to be blocked by some other item existing or planned. We will work with the Contractor during the layout and installation to aid in making sure that these potential conflicts are avoided.

The Metric Team understands the importance of the final pavement markings. This is one of the final items to be installed and is important for clearly informing the public of what to do. We will work with the Contractor's survey layout personnel to verify that the striping is located in the correct location before the final paint is applied. We will ensure that the ambient temperature and surface is clean, dry and ready to receive paint. We will ensure that the stripes are the correct length width and appear to be as reflective as intended.

The lighting inspection and administration begins with the shop drawings. We will perform a review of the submitted shop drawing prior to submission to the EOR for review and approval. We will include with the submittal our findings to provide an efficient review.



Metric has completed projects with irrigation and landscaping. We will review the shop drawings for the irrigation items and ensure that the Contractor delivers the correct approved materials to the jobsite. We will ensure the conduit size, depth, locations and heads are installed at the correct locations in the plans. We will ensure that the heads are working as intended. This is critical to be completed and operational for the installation of the landscaping materials. We will review all excavations and backfill around plant materials are free of concrete or constructions debris. We will also inspect all plant materials to ensure that they will meet the grade, condition and size required in the plans.

Our team is prepared to inspect and administer this project successfully for the City of New Smyrna Beach. We look forward to the opportunity to demonstrate this with the City.

Tab 6

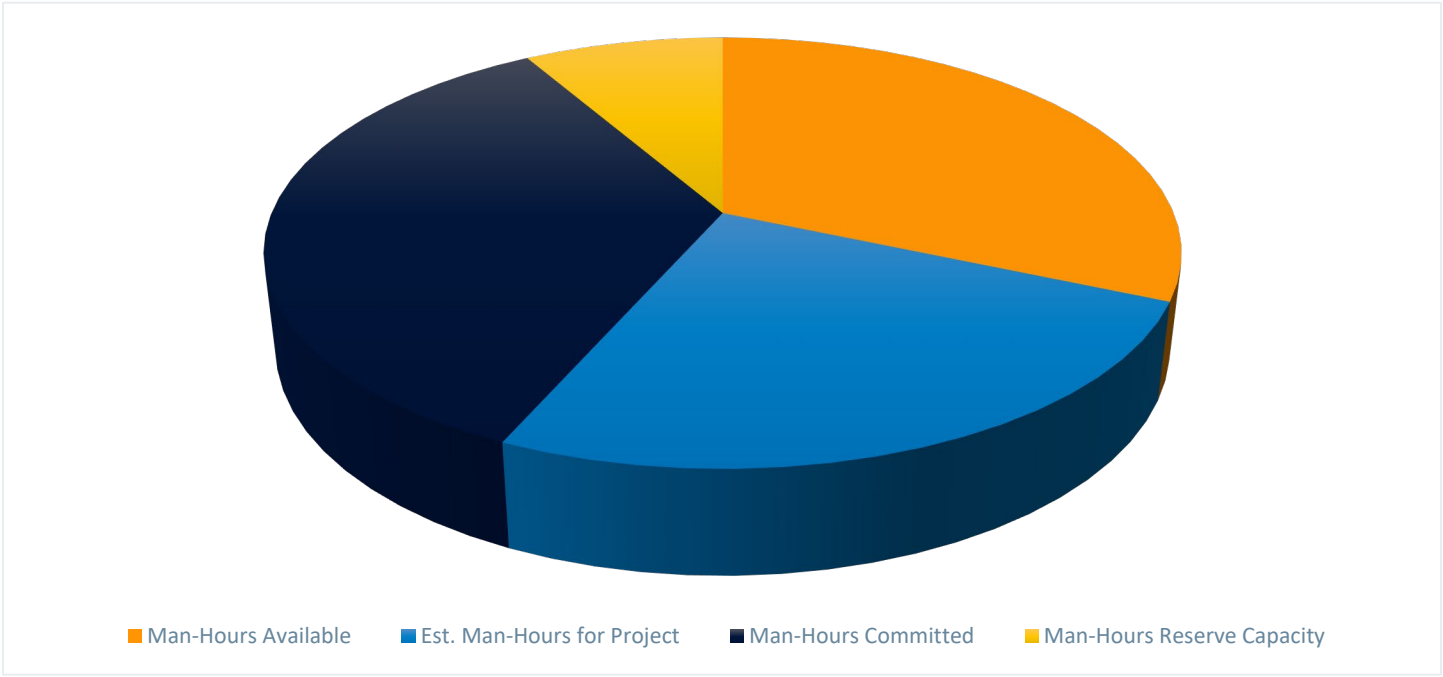
Workload Capacity

Workload Capacity

Estimate of Current and Forecast Workload

Our team is committed to performing the required services in a timely fashion within the specified timeline and budget. The staff noted in this submittal will be available for the task as assigned! As shown in our other sections, the Metric Team has extensive experience performing work on similar contracts and offers the depth of resources to adapt quickly, provide quick turnarounds, and meet scheduled deadlines without sacrificing quality. Our approach is to utilize staff based on areas of expertise/study area familiarity while managing overall workloads.

Below is the estimated current and forecast workload for Mr. Woerner and our team's associated staff for the duration of this project.



Tab 7

References

References

Per the requirements of the RFP, Metric has provided three (3) reference letters we have received for projects which are currently ongoing or have been completed within the last five (5) years. These reference letters are pictured below, and correspond with the references listed on the *City of New Smyrna Beach Reference Form, found under the City Required Forms Tab*. These references have been verified by Metric as current.

CR 46A at Rinehart Road, Sanford, Florida

Project Construction Cost: $8,347,803; **Client Contact:** FDOT District 5 | 719 S. Woodland, Blvd. Deland, FL 32720 | Kim Navarro, (407) 278-2729, kim.navarro@dot.state.fl.us; **Years Completed:** 07/2023 – Present

Similar Scope:

- ✓ Project improvements include milling, resurfacing, and widening of Rinehart Road and County Road 46A; as well as the installation of curb and gutter, sidewalk, drainage, type A fencing and pavement markings on Rinehart Road; in addition to curb and gutter, drainage, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures.

RE: Letter of Reference for Metric Engineering | CR46A at Rinehart Road

Dear Ms. Perez:

This letter is a reference for the Metric's job performance on the CR46A at Rinehart Road project for FDOT District 5. Attached is the FDOT CEI Grade for contract CAO05, and Metric's most recent grade was 3.7 as of April 2024.

As the CEI Services Manager for the project, I had the opportunity to work with Metric Engineering, Inc. on this project, project number 242592-6-62-01. This project involves the intersection improvements at Rinehart Road and CR46A to include the milling, resurfacing, and widening of Rinehart Road and County Road 46A, as well as the installation of curb and gutter, sidewalk, drainage, type A fencing and pavement markings on Rinehart Road. The project also includes an addition to curb and gutter, drainage, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, and the replacement of existing driveways and overhead sign structures on County Rd 46A. The new signalization at the intersection includes the installation of seven new mast arms. Twenty new light poles will be installed along Rinehart Road and at the intersection of County Road 46A. The ITS scope includes the installation of vehicle detection equipment as well as a CCTV camera at the intersection.

Metric Engineering, Inc. can provide Construction Engineering Inspection services. Please feel free to contact me if you have any questions.

Regards,

Kim J Navarro

Digitally signed by Kim J Navarro
Date: 2024.08.27 15:47:09 -04'00'

Kim Navarro
Construction Project Manager
(407) 278-2729
kim.navarro@dot.state.fl.us
CC: Enclosures

SR 429 (Wekiva Pkwy Section 8)

Project Construction Cost: $253.3 Million; **Client Contact:** FDOT District 5 | 2400 Camp Road, Oviedo, FL 32765 | Tammie Andrews (407) 278-2741, tammie.andrews@dot.state.fl.us; **Years Completed:** 11/2018 - 10/2023

Similar Scope:

- ✓ Project improvements included the construction of 12 new multi-span and 8 new single-span bridges, as well as widening 2 existing bridges. It involved over 100 MSE walls spanning nearly 9 miles, more than 108,000 feet of drainage pipe, and over 600 drainage structures for stormwater management and floodplain compensation. Additionally, it included 4 million cubic yards of earthwork (including nearly 2 million cubic yards of imported fill), 3.6 miles of sound walls, highway and high mast lighting, new ITS components, and over 700 sign structures. The project also included landscaping provisions, demolition of existing bridges, and pavement markings.

RE: Letter of Reference for Metric Engineering | CR46A at Rinehart Road

Dear Ms. Vivian:

This letter is a reference in regards to Metric's job performance on the SR 429 (Wekiva Pkwy Section 8) project for FDOT District 5. Attached is the District 5 CEI Grade for contract C9Z65, and Metric's current grade is 3.7 as of March 2025.

As the CEI Services Manager for the project, I had the opportunity to work with Metric Engineering, Inc. on this project, project number 240400-4-52-01. This $253.3-M Design-Build Project is a System-to-System Interchange connecting SR 429, I-4, and SR 417. It includes construction of 2.6 miles of the SR 429 limited access toll road which is the final segment of the Wekiva Parkway and widening and reconstruction of 2 miles of I-4 to accommodate the future I-4 Beyond the Ultimate (BtU) Project. The project involves 22 new bridges (including third level flyovers); toll gantry spanning the NB and SB travel lanes, expanding the SR 417 at the International Parkway to a full interchange. Key features include: 12 new multi-span and 8 new single span bridges; widening 2 existing bridges; over 100 MSE Walls having a total length of nearly 9 miles; over 108,000 LF of drainage pipe and more than 600 drainage structures as part of the stormwater management and floodplain compensation (FPC) systems; 4-million plus CY of earthwork including nearly 2-million CY of import fill requirements; 3.6 miles of sound wall; highway and high mast lighting; new ITS components throughout the project limits; over 700 sign structures; provisions for landscaping; demolition of existing bridges; and pavement markings.

Metric Engineering, Inc. is capable of providing Construction Engineering Inspection services. Please feel free to contact me if you have any questions.

Regards,

Del McMillen
Construction Manager
(407) 625-5624
Del.mcmillen@dot.state.fl.us

Del McMillen

Digitally signed by Del McMillen
Date: 2025.03.24 13:01:11 -04'00'

US 17-92 Widening and Reconstruction, Casselberry, Florida (FDOT FIN 404418-1-52-01)

Project Construction Cost: $55 Million; **Client Contact:** FDOT District 5 | 719 S. Woodland, Blvd. Deland, FL 32720 | Jeff Oakes, (407) 482-7835, Jeff.Oakes@dot.state.fl.us; **Years Completed:** 01/2014 – 07/2022

This project won the 2016 Design-Build Institute of America - Best project of the Year Award for Transportation, Structures Category.

Similar Scope:

- ✓ Project improvements included widening and reconstruction of existing US 17-92, as well as, providing 4 elevated lanes, construction of new NB and SB exit ramps to SR 436 along with a new 3 span bridge. Additional improvements included widening along SR 436 including bike lanes, sidewalks, drainage, 2 MSE Walls, new Blue Tooth ITS System, roadway lighting, aesthetics and hardscaping, utility adjustments/relocations, and signalization.

RE: Letter of Reference for Metric Engineering | US 17-92 Widening and Reconstruction

Dear Ms. Perez:

This letter is a reference in regard to Metric's job performance on the US 17-92 Widening and Reconstruction project for FDOT District 5. Attached is the FDOT CEI Grade for contract C9K11, and Metric's final grade was 3.7 as of September 2022.

This project included widening and resurfacing of the existing rural four-lane roadway to an urban six-lane roadway, in Seminole County. This contract also includes the construction of a new bridge to replace an existing box culvert, construction of new concrete pavement, milling & resurfacing, and installation of new water mains and force mains for local municipalities. It also includes the installation of permanent and temporary sheet piling, trench drains, R Tank Exfiltration System and retention pond construction, drainage improvements including box culvert extensions, signing and pavement markings, roadway lighting, mast arm signals, and ITS.

Metric Engineering, Inc. is capable of providing Construction Engineering Inspection services. Please feel free to contact me if you have any questions.

Regards,

Jeff Oakes
Construction Project Manager
(407) 278-2735
Jeff.Oakes@dot.state.fl.us
CC: Enclosure

Tab 8

Financial Stability/ Litigation

Financial Stability/Litigation

Financial Stability

Metric is financially stable, and we have the necessary resources (both human and financial) and the ability to perform the services needed for this project.

To address the "financial resources" aspect of this statement, we have provided our Metric Bank Reference Letter below to show evidence that we are a financially stable firm.

BANK OF AMERICA

March 20, 2025

METRIC ENGINEERING INC.
13940 SW 136 ST
STE 200
MIAMI FL 33186
UNITED STATES

Please accept this letter as confirmation that **METRIC ENGINEERING INC.** (the "Customer") has been a client of Bank of America, N.A. (the "Bank") for a period of 32 years. During this period, the Customer has satisfactorily fulfilled its obligations to the Bank.

The Customer's average cash on deposit with the Bank and its affiliates is in the high seven figures range.

This letter is being provided as a matter of courtesy at the request of the Customer. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith or any transaction between you or your affiliates and the Customer. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank cannot provide any opinions of the creditworthiness of the Customer or any of its affiliates, and the above information does not constitute an opinion of the Bank of the ability of the Customer to successfully perform its obligations under any agreement it may enter into with you, the Bank or any other person or entity.

The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

Very truly yours,

By: _____

Name: Darwin McKercher

Title: SVP; Senior Relationship Manager

Dunn & Bradstreet Numbers (DUNS) /Unique Entity Identifiers

The DUNS and/or UEIs for Metric and our team are as follows:

- Metric Engineering, Inc.: N4Q2KMLSAM94 (UEI)
- PI Consulting Services, LLC: 062115593 (DUNS)
- Nadic Engineering Services Incorporated: 175960814 (DUNS) & HMAQEW8W3KJ1 (UEI)
- Colliers Engineering & Design, Inc.: UKCTEVNYH6X8 (UEI)

Lawsuits

Per the requirements of the RFP, Metric has provided a list of any lawsuits In which the team (Metric and our subconsultants) are involved, relative to the services performed or failed to perform over the last five (5) years.

Metric Engineering, Inc.

Case Name: John Kevin Butler (PLAINTIFF) vs. Joshua Aaron Eckenrod, Roads, Inc., MO Equipment, LLC, EXP US Services, Inc., Metric Engineering Inc., Eckenrod Grading & Excavating Inc., and GFY Hauling LLC (DEFENDANTS). In the Circuit Court of the 3rd Judicial Circuit in and for Circuit Civil Division of Madison County, Florida. Case NO. 24-16-CA
Date Received: 2/15/2024
Description: 2023 contract with EXP U.S. Services Inc. for FDOT D2 Debris Monitoring. Allegation of negligence, plaintiff's accident on 10/2/2023.
Disposition of Case: Pending.

Case Name: Silvio Maurer (PLAINTIFF) vs. ROADWAY CONSTRUCTION, LLC, a Florida Limited Liability Company; DBI SERVICES, LLC, A Foreign Limited Liability Company, METRIC ENGINEERING, INC., a Florida Profit Corporation; COMPLETE HIGHWAY IDENTITY, INC., a Florida Profit Corporation; MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida; and FLORIDA DEPARTMENT OF TRANSPORTATION, an Agency of the State of Florida (DEFENDANTS). In the Circuit Court of the 11th Judicial District Circuit in and for Miami-Dade County, Florida. Case NO. 2022-000593-CA-01
Date Received: 9/12/2023
Description: 2011 contract with FDOT Contract Number C9042. Allegation of negligence, plaintiff's accident on 11/14/2019.
Disposition of Case: Pending.

Case Name: David McSween (PLAINTIFF) v. Broward County, Weekley Asphalt Paving Inc., Metric Engineering Inc. and F&J Engineering Group Inc. (DEFENDANTS). In the Circuit Court of the 17th Judicial District Circuit in and for Broward County, Florida. Case NO. CACE 23-005705
Date Received: 5/19/2023
Description: 2020 contract with Broward County, Florida, Contract Number PNC2119168P1. Allegation of negligence, plaintiff's accident on 12/11/2022.
Disposition of Case: Settled; no sentence, fine or other penalty.

Case Name: Michelle Elizabeth Winterstein, individually and on behalf of minor child, I.C. (PLAINTIFF) v. Gregory Valentine, ABC Insurance Company, Colemans Hauling LLC, Progressive Security Insurance Company, Denise Doucet, Plaquemines Parish School Board, XYZ Insurance Company, Ronnie Coleman Jr.,

123 Insurance Company, John Koscho Truck services LLC, ABC-1 Insurance Company, Reaper of the South Inc., and XYZ-1 Insurance Company, Metric Engineering Inc. (DEFENDANTS). In the Circuit Court of the 25th Judicial District Circuit Parish of Plaquemines State of Louisiana Case NO. 00067116.
Date Received: 3/14/2023
Description: 2017 contract with Louisiana DOTD, Contract Number 4400010672 Retainer Contract for Debris Monitoring. Allegation of negligence, plaintiff's accident on 10/6/2021.
Disposition of Case: Pending.

Case Name: Valerie Sears (PLAINTIFF) v. Broward County, City of Ft. Lauderdale, Metric Engineering Inc., Keith & Associates and Edison L. Wheeler (DEFENDANTS). In the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, Case NO. CACE-21-007979.
Date Received: 4/22/2022
Description: 2015 contract with Broward County, Project Number 101184 for NW 27 Avenue Pedestrian Lighting Improvements. Allegation of negligence, plaintiff's accident on 9/20/2019.
Disposition of Case: Settled; no sentence, fine or other penalty.

Case Name: Charles Golladay (PLAINTIFF) v. Roads, Inc. of NWF, a Florida Corporation, Steven Glenn, LLC, a Foreign Limited Liability Company, Sunderland Trucking LLC, a Foreign Limited Liability Company, and Metric Engineering Inc., a Florida Corporation (DEFENDANTS). In the Circuit Court of the Fourteenth Judicial Circuit in and for, Calhoun County, Florida, Case NO. 2020-CA-00023.
Date Received: 7/2/2021
Description: 2017 contract with FDOT District 3 Contract #X0443: Natural Disaster Monitoring. Allegation of negligence, plaintiff's accident on 1/19/2019, plaintiff was an employee of subconsultant.
Disposition of Case: Settled; no sentence, fine or other penalty.

Case Name: Georgia Sparkman, Individually and as representative of the estate of Charles Carroll, deceased; Jessica Wade, and Zach Carroll (PLAINTIFFS) VS. Global Disaster Services, Inc., Tom-Mac Inc., Cahaba Disaster Recovery, LLC, Double M. Service LLC, D&T Marriott Enterprise, LLC, Metric Engineering Inc and Jasper Newton Electric Cooperative, Inc. (DEFENDANTS). In the District Court of Jefferson County, Texas, Cause NO. A-206,439.
Date Received: 2/25/2021
Description: 2020 Task Order #47Y00420 with Texas DOT: Hurricane Laura Debris Monitoring. Allegation of negligence, plaintiff's accident on 9/25/2020.
Disposition of Case: Settled; no sentence, fine or other penalty.

PI Consulting Services, LLC

PI CONSULTING SERVICES, LLC

February 26, 2025

City of New Smyrna Beach
210 Sams Avenue,
New Smyrna Beach, FL 32168

RE: RFP 09-25-ENG
Professional Services for CEI for Oversight of Washington Street Roadway Improvements
FPID: 447711-1-54-01
Financial Stability / Litigation Statement

Dear Procurement Manager,

PI Consulting Services, LLC (PI) certifies that we are financially stable and possess the necessary resources, both human and financial, to successfully provide the required services at the level expected by the City of New Smyrna Beach. Over the past five (5) years, our firm has not been involved in any lawsuits related to the services we have performed or failed to perform. Additionally, our team has not failed to complete any contracted work during this period. Furthermore, no officers of our firm have failed to complete a contract under their name in the past five (5) years. PI Consulting Services, LLC's Dun & Bradstreet number is 062115593.

Sincerely,
PI Consulting Services LLC

Prajapati

Chaitali Prajapati
Member

Nadic Engineering Services Incorporated

Nadic Engineering Services Incorporated has not been involved in any litigation over the past five years. Nadic has not been involved in any criminal conduct over the past five years. Nadic has no conflicts of interest with the City of New Smyrna Beach.

Colliers Engineering & Design, Inc.

As a large, nationally recognized engineering design and consulting services company, **Colliers Engineering & Design** has, in the past five (5) years, been involved in certain claims and litigation. They value the confidences of their clients as well as their contractual commitments to confidentiality and strive to avoid disclosures to and/or with third parties of the circumstances involving other engagements and clients. They would take the same position with information regarding their work on the City of New Smyrna Beach's engagement. They can, of course, confirm that there are no claims or litigation of any kind that could reasonably be expected to have a material adverse impact on, or conflict with, Colliers Engineering & Design's performance and its ability to provide the services required for this engagement.

Tab 9

Litigation History

Litigation History

Metric has not had any litigation or proceedings within the last five (5) years whereby a court or any administrative agency has ruled against our firm in any matter related to Metric's professional activities of the firm. This includes any class actions where Metric was named, industry investigations by Attorneys General, in addition to individual claims. Metric recognizes that we have a continuing duty to inform the City of New Smyrna Beach of any new claims filed against us during the term of this contract.

Tab 10

Licenses

Licenses

Professional Licenses

Metric Engineering Inc.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

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- Apply for a License
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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

10:53:03 AM 3/10/2023

Licensee Information

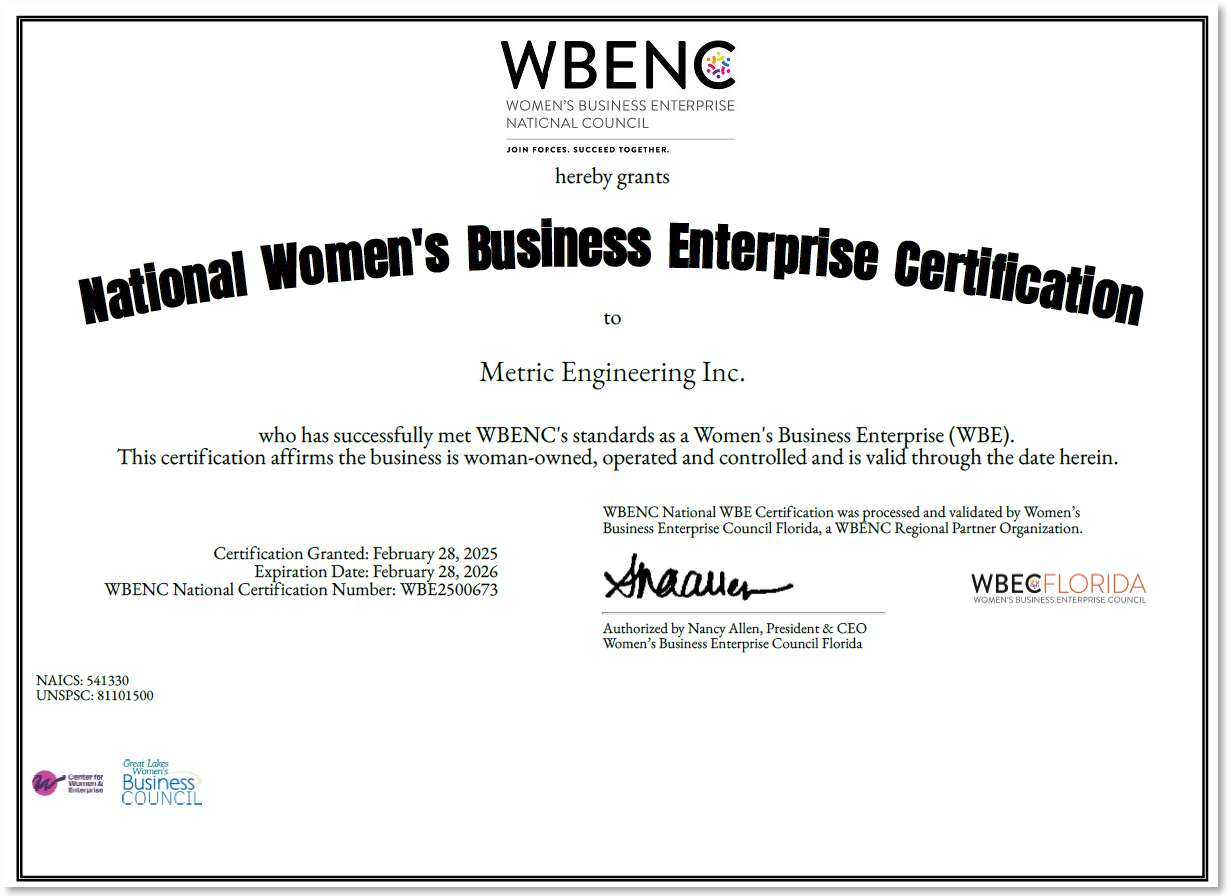
Name:	METRIC ENGINEERING, INC. (Primary Name)
Main Address:	13940 S.W. 136TH STREET SUITE 200 MIAMI Florida 33186
County:	DADE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	2294
Status:	Current
Licensure Date:	05/10/1977
Expires:	

Special Qualifications	Qualification Effective

Alternate Names



WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Metric Engineering Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 28, 2025
Expiration Date: February 28, 2026
WBENC National Certification Number: WBE2500673

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Florida, a WBENC Regional Partner Organization.

Authorized by Nancy Allen, President & CEO
Women's Business Enterprise Council Florida

WBECFLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 541330
UNSPSC: 81101500

Great Lakes Women's Business COUNCIL

2024 - 2025

City of Lake Mary
Post Office Box 958445, Lake Mary, FL 32795-8445

LOCAL BUSINESS TAX

Receipt # 25 00009242

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

This receipt expires 9/30/25.

LOCATION: 525 TECHNOLOGY PARK ST153

Classification: SERVICES, PROFESSIONAL, STATE LICENSED

For: METRIC ENGINEERING, INC.
525 TECHNOLOGY PARK
SUITE 153
LAKE MARY FL 32746

Comments: DRI/PUD DEVELOPMENT AGREEMENT. SUITE 524 APPROVED FOR OFFICE USE SUBJECT TO THE PRIMERA

Receipt Fee	$	50.00
Delinquent Penalty	$	.00
Interest	$	.00
TOTAL$		50.00

Amber Branton
City Clerk

BUSINESS SHALL COMPLY WITH ALL CITY CODES OR BE SUBJECT TO NON-RENEWAL OR REVOCATION.
BY THE ISSUANCE OF THIS BUSINESS TAX RECEIPT, THE CITY IS NOT APPROVING THE USE OF THE PROPERTY OR THAT THE PROPERTY IS COMPLIANT WITH CODE IN ANY WAY.

FDOT
Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 8, 2024

Javier Rodriguez, President
METRIC ENGINEERING INC.
13940 SW 136th Street, Suite 200
Miami, Florida 33186

Dear Mr. Rodriguez:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0	Project Development and Environmental (PD&E) Studies
3.1	Minor Highway Design
3.2	Major Highway Design
3.3	Controlled Access Highway Design
4.1.1	Miscellaneous Structures
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
6.3.1	Intelligent Transportation Systems Analysis and Design
6.3.2	Intelligent Transportation Systems Implementation
6.3.3	Intelligent Transportation Traffic Engineering Systems Communications
6.3.4	Intelligent Transportation Systems Software Development
7.1	Signing, Pavement Marking and Channelization
7.2	Lighting
7.3	Signalization
9.1	Soil Exploration
9.4.1	Standard Foundation Studies
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI
10.5.1	Major Bridge CEI - Concrete
10.5.2	Major Bridge CEI - Steel
13.4	Systems Planning
13.5	Subarea/Corridor Planning
13.6	Land Planning/Engineering
13.7	Transportation Statistics

1

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
172.39%*	121.39%*	0.408%	Excluded	5.81%	22.15%^

^Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.
*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Employee Retention Credit (ERC). For information on the adjusted overhead rates, contact the district Procurement Office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

PI Consulting Services LLC.

The information contained herein is not the Department's official record. FEID 46-2844689

Consultant	Mailing Address	Contact Person	Telephone Number	Unlimited/ Technical	DBE	Small Bus.	Florida Prof	Florida Tech	Other Prof	Other Tech	Work Types
PI CONSULTING SERVICES, LLC	711 CIARA CREEK COVE, STE 1009 LONGWOOD, FL 32750	CHAITALI J PRAJAPATI	(407)491-0418	Unlimited	Y	Y	3	22	0	0	10.1, 10.3, 10.4

This report does not reflect real-time data.
DBE Certification is by North American Industry Classification System (N.A.I.C.S.) Code. You will need to visit the EOO website DBE Directory to confirm whether the firm is certified as a DBE in the services to be rendered. Please check the specialty codes listed for the firm.
Small Bus.=Small Business
Note: This Small Business Listing provides a list of firms that have self-certified that they meet the definition of a small business in accordance with section 337.027, F.S. and have completed the Small Business Affidavit, Form No. 275-000-03 (Small Business Affidavit for Prequalified Professional Services Firms). The Small Business listing is provided for informational purposes, and is not intended to constitute an all-inclusive list of small businesses. The Department takes no responsibility for the information certified by firms in the Small Business Affidavit Form. Small business firms included on this list are required to annually submit a new Small Business Affidavit to remain active on the Small Business List.

Report Run on 7/19/2024

Email From: DBECert.Help@dot.state.fl.us (DBECert.Help@dot.state.fl.us)

We have processed your No Change Declaration (NCD), as applicable. Your Anniversary Date is 8/22/2025

Sincerely,
Equal Opportunity Office
DBE Certification

Colliers Engineering & Design, Inc.

Licensee Information

Name:	**COLLIERS ENGINEERING & DESIGN, INC.** (Primary Name)
Main Address:	**101 CRAWFORDS CORNER RD STE 3400 HOLMDEL New Jersey 07733**
County:	**OUT OF STATE**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**30301**
Status:	**Current**
Licensure Date:	**05/09/2013**
Expires:	

1

COLLIERS ENGINEERING & DESIGN, INC.
101 CRAWFORDS CORNER RD STE 3400, HOLMDEL, NJ 07733-1983
Phone 877-627-3772

License Type	License#	Issued	Expires	Status
Surveyor Business	LB7388	03/15/05	02/28/25	Active
Surveyor of Record	LS6941	06/02/13	02/28/25	Active

Nadic Engineering Services, Inc.

Florida dbpr Department of Business & Professional Regulation

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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS 1:55:39 PM 3/7/2025

Licensee Information

Name:	NADIC ENGINEERING SERVICES, INC. (Primary Name)
Main Address:	601 N. HART BLVD. ORLANDO Florida 32818
County:	ORANGE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8214
Status:	Current
Licensure Date:	05/28/1999
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information
View License Complaint

State of Florida

Woman & Minority Business Certification

NADIC Engineering Services, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/20/2025 to 02/20/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Staff Certifications

Metric Engineering, Inc.

Wayne "Bert" Woerner, PE



Florida dbpr Department of Business & Professional Regulation

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- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

4:44:49 PM 3/24/2025

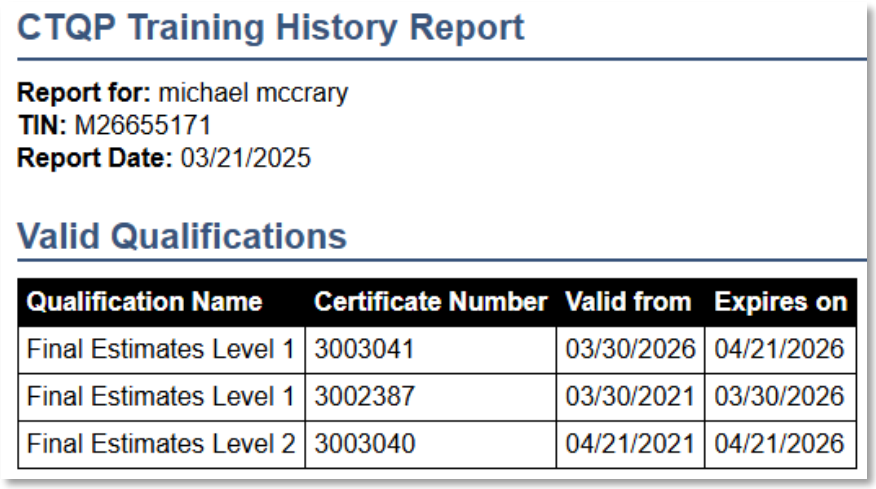
Licensee Information

Name:	DENIS, DENIS ANTONIO (Primary Name)
Main Address:	755 ROSALIE WAY WINTER SPRINGS Florida 32708
County:	SEMINOLE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	89314
Status:	Current,Active
Licensure Date:	03/30/2020
Expires:	02/28/2027

Michael McCrary



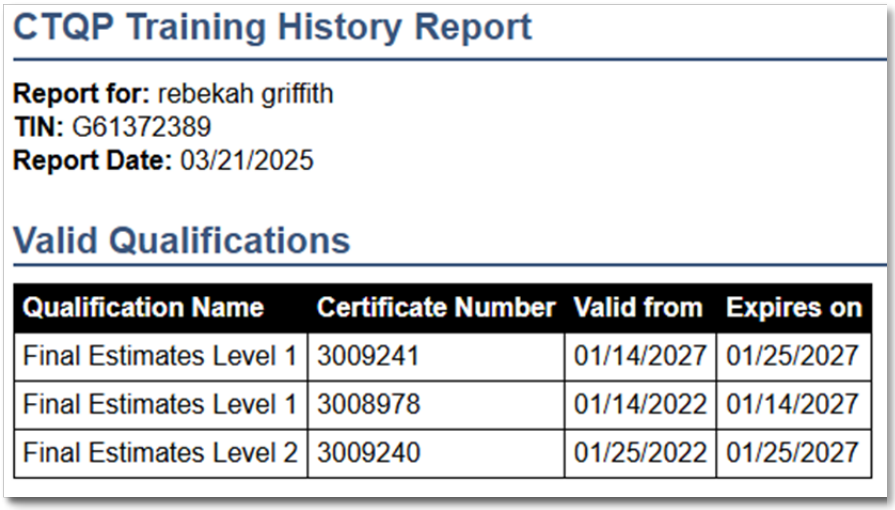
CTQP Training History Report

Report for: michael mccrary
TIN: M26655171
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3003041	03/30/2026	04/21/2026
Final Estimates Level 1	3002387	03/30/2021	03/30/2026
Final Estimates Level 2	3003040	04/21/2021	04/21/2026

Rebekah Griffith



CTQP Training History Report

Report for: rebekah griffith
TIN: G61372389
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Final Estimates Level 1	3009241	01/14/2027	01/25/2027
Final Estimates Level 1	3008978	01/14/2022	01/14/2027
Final Estimates Level 2	3009240	01/25/2022	01/25/2027

Ravi Premchand

CTQP Training History Report

Download Report

Report for: ravi premchand
TIN: P65273683
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	2007103	12/16/2020	12/16/2025
Asphalt Paving Level 2	2006749	12/16/2020	12/16/2025
Concrete Field Inspector Level 2	3018471	01/05/2023	09/18/2025
Concrete Field Technician Level 1	3001807	09/18/2020	09/11/2025
Earthwork Construction Inspection Level 1	3012702	06/22/2022	06/22/2027
Earthwork Construction Inspection Level 2	2006453	11/20/2020	11/20/2025
FDOT Concrete Field Inspector Specification	2005386	09/18/2020	09/18/2025
FDOT Concrete Field Inspector Specification	2005386	09/18/2020	09/18/2025
Final Estimates Level 1	3023199	09/06/2023	09/06/2028
Final Estimates Level 2	3023198	09/06/2023	09/06/2028
Pile Driving Inspection	3031902	07/03/2024	07/03/2029
QC Manager	2001238	02/28/2020	01/01/2099

Bhavin Vaishnav

CTQP Training History Report

Download Report

Report for: bhavin vaishnav
TIN: V25106049
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3023149	08/07/2023	08/07/2028
Asphalt Paving Level 2	3022693	07/06/2023	07/06/2028
Concrete Field Technician Level 1	3035742	12/05/2024	09/11/2025
Drilled Shaft Inspection	3034542	10/17/2024	10/17/2029
Earthwork Construction Inspection Level 1	3009490	04/29/2022	04/29/2027
Earthwork Construction Inspection Level 2	3009491	01/31/2022	01/31/2027
Final Estimates Level 1	3003256	05/05/2021	05/05/2026
Pile Driving Inspection	3005523	07/22/2021	07/22/2026

Zachary Hernandez

CTQP Training History Report

Download Report

Report for: zachary hernandez
TIN: H23899635
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3023087	07/31/2023	07/31/2028
Earthwork Construction Inspection Level 1	3020907	05/12/2023	05/12/2028
Final Estimates Level 1	3024339	09/22/2023	09/22/2028
Pile Driving Inspection	3025504	11/10/2023	11/10/2028

Matthew Giometti

CTQP Training History Report

Download Report

Report for: matthew giometti
TIN: G53054377
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	N/A	01/29/2015	06/30/2025
Asphalt Paving Level 2	2001596	06/30/2020	06/30/2025
Concrete Field Inspector Level 2	3035744	12/05/2024	08/17/2027
Concrete Field Technician Level 1	3035743	12/05/2024	09/20/2029
Drilled Shaft Inspection	2005629	10/07/2020	10/07/2025
Earthwork Construction Inspection Level 1	3036769	01/27/2025	01/27/2030
Pile Driving Inspection	3013289	06/21/2022	06/21/2027

John Millare

CTQP Training History Report

Download Report

Report for: john millare
TIN: M46047799
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3026272	12/11/2023	12/11/2028
Asphalt Paving Level 2	3029836	04/25/2024	04/25/2029
Concrete Field Technician Level 1	3029682	12/02/2023	07/19/2028
Earthwork Construction Inspection Level 1	3021287	05/23/2023	05/23/2028
Earthwork Construction Inspection Level 2	3029376	04/11/2024	04/11/2029
Final Estimates Level 1	3022175	06/26/2023	06/26/2028

Jemima Abakah

CTQP Training History Report

Download Report

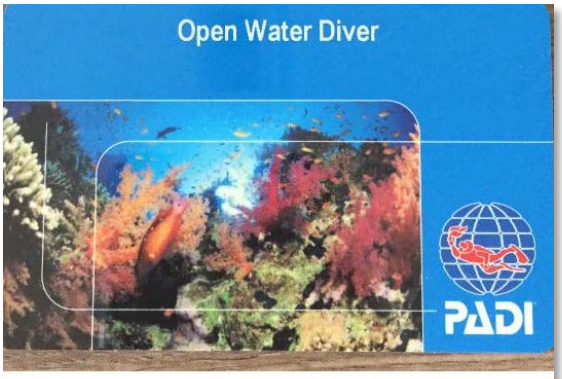
Report for: jemima abakah
TIN: A12042099
Report Date: 03/21/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3029950	12/11/2028	04/25/2029
Asphalt Paving Level 1	3026271	12/11/2023	12/11/2028
Asphalt Paving Level 2	3029835	04/25/2024	04/25/2029
Concrete Field Technician Level 1	3024654	10/05/2023	08/08/2028
Earthwork Construction Inspection Level 1	3021433	06/01/2023	06/01/2028
Earthwork Construction Inspection Level 2	3029086	04/02/2024	04/02/2029
Final Estimates Level 1	3025334	11/02/2023	11/02/2028

Erin Smith, MS


I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION ▪ FEDERAL AVIATION ADMINISTRATION
IV NAME
ERIN MICHELLE SMITH
V ADDRESS 1069 NW 81ST TER
PLANTATION FL 33322-5747
VI NATIONALITY USA
IVa D.O.B. 17 NOV 1991
SEX F HEIGHT 63 WEIGHT 130 HAIR BLOND EYES BROWN
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
II REMOTE PILOT
III CERTIFICATE NUMBER 4240097
X DATE OF ISSUE 25 MAR 2019
XIV
VIII ACTING ADMINISTRATOR
U S A




ERIN M. SMITH
Diver No. 15100H8247
BirthDate 17-Nov-1991
Cert.Date 11-Oct-2015
Instr.No. OWSI-326540
CHRISTOPHER J. GRACE
22608
N.S.U.
FT LAUDERDALE,FL
954 262 7042
This qualification meets ISO 24801-2: Diver Level 2 – Autonomous Diver Standard
This diver has satisfactorily met the standards for this certification level as set forth by PADI
www.padi.com


QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR
The undersigned hereby acknowledges that
Erin M. Smith
has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program
September 20, 2018
Inspector Number 41040
Hal Lunsford
Statewide Training Coordinator
Kevin Coyne
WQRP Program Administrator





PI Consulting Services, LLC

Syed Shahab

CTQP Training History Report

Report for: SYED SHAHAB
TIN: S10079772
Report Date: 02/01/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3002442	07/08/2021	07/08/2026
Asphalt Paving Level 2	3002441	07/08/2021	07/08/2026
Concrete Field Technician Level 1	3006223	12/01/2020	08/04/2025
Drilled Shaft Inspection	3010080	02/18/2022	02/18/2027
Earthwork Construction Inspection Level 1	3028394	03/19/2024	03/19/2029
Earthwork Construction Inspection Level 2	2007471	02/01/2021	02/01/2026
FDOT Concrete Field Inspector Specification	2005572	09/25/2020	09/25/2025
Final Estimates Level 1	2004049	08/10/2020	08/10/2025

Ethan Lang

CTQP Training History Report

Report for: Ethan Lang
TIN: L52021096
Report Date: 02/01/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Paving Level 1	3024630	09/30/2023	09/30/2028
Asphalt Paving Level 2	3025439	11/16/2023	11/16/2028
Concrete Field Technician Level 1	3028360	02/15/2024	02/16/2028
Earthwork Construction Inspection Level 1	3024367	09/24/2023	09/24/2028
Earthwork Construction Inspection Level 2	3024878	10/15/2023	10/15/2028
Final Estimates Level 1	3025328	10/31/2023	10/31/2028

Colliers Engineering & Design, Inc.

Denis Denis, PE, PSM

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *10:21:33 AM 9/18/2023*

Licensee Information

Name:	**DENIS, DENIS ANTONIO (Primary Name)**
Main Address:	**755 ROSALIE WAY WINTER SPRINGS Florida 32708**
County:	**SEMINOLE**

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**89314**
Status:	**Current,Active**
Licensure Date:	**03/30/2020**
Expires:	**02/28/2025**

Special Qualifications	Qualification Effective
Civil	**03/30/2020**

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7017**
Expiration Date February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

DENIS A DENIS
755 ROSALIE WAY
WINTER SPRINGS, FL 32708-4621

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Nadic Engineering Services Inc.

Noel Shull

CTQP Training History Report

Report for: Noel Shull
TIN: S40062372
Report Date: 03/05/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Mix Designer	N/A	04/29/2009	01/01/2099
Asphalt Plant Level 1	3036148	02/12/2025	02/12/2030
Asphalt Plant Level 2	3036147	07/22/2025	07/22/2030
Asphalt Plant Level 2	2003734	07/22/2020	07/22/2025
LBR Technician	3028709	06/21/2024	06/21/2029

Winston Hayes

CTQP Training History Report

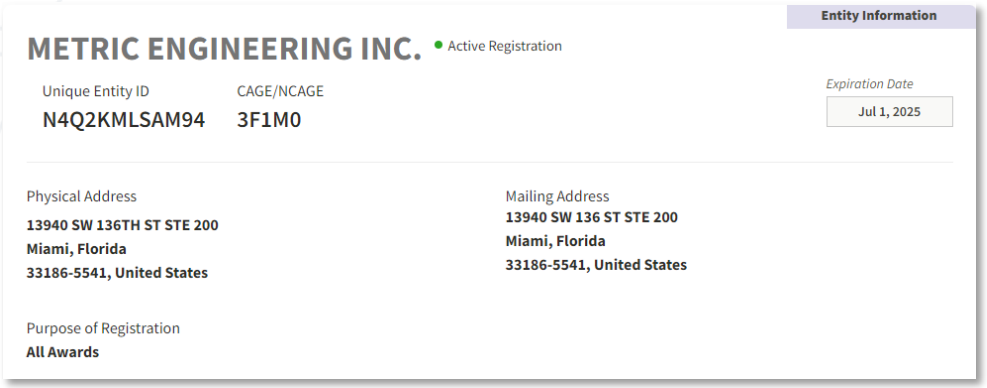
Report for: Winston Haynes
TIN: H52088570
Report Date: 03/05/2025

Valid Qualifications

Qualification Name	Certificate Number	Valid from	Expires on
Asphalt Plant Level 1	3031202	06/10/2024	06/10/2029
Asphalt Plant Level 2	3031203	06/10/2024	06/10/2029
Earthwork Construction Inspection Level 1	3010197	02/25/2022	02/25/2027
Earthwork Construction Inspection Level 2	3010198	02/25/2022	02/25/2027
QC Manager	N/A	03/29/2019	01/01/2099

SAM.Gov

Metric Engineering, Inc.



Entity Information

METRIC ENGINEERING INC. • Active Registration

Unique Entity ID
N4Q2KMLSAM94

CAGE/NCAGE
3F1M0

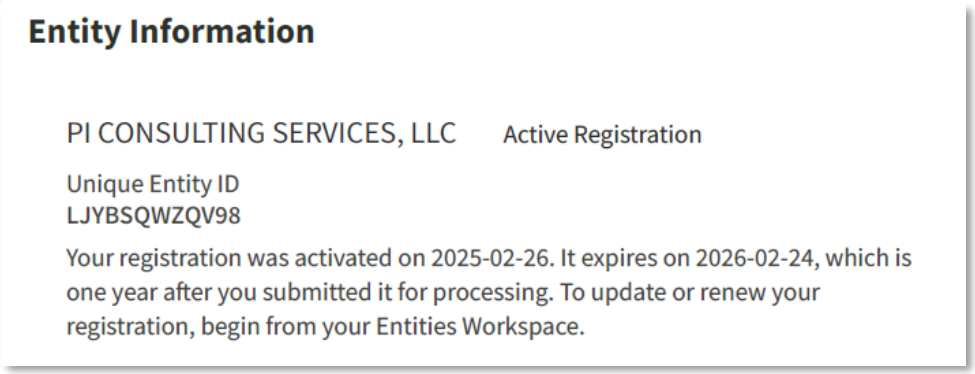
Expiration Date
Jul 1, 2025

Physical Address
13940 SW 136TH ST STE 200
Miami, Florida
33186-5541, United States

Mailing Address
13940 SW 136 ST STE 200
Miami, Florida
33186-5541, United States

Purpose of Registration
All Awards

PI Consulting Services, LLC



Entity Information

PI CONSULTING SERVICES, LLC Active Registration

Unique Entity ID
LJYBSQWZQV98

Your registration was activated on 2025-02-26. It expires on 2026-02-24, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

Colliers Engineering & Design, Inc.



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COLLIERS ENGINEERING & DESIGN INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
UKCTEVNYH6X8	1FZF2	All Awards
Registration Status	**Expiration Date**	
Active Registration	Jul 8, 2025	
Physical Address	**Mailing Address**	
101 Crawfords Corner RD STE 3400 Holmdel, New Jersey 07733-1983 United States	101 Crawfords Corner RD STE 3400 Holmdel, New Jersey 07733-1983 United States	

Nadic Engineering Services, Inc.

N/A

Florida Division of Corporation (Sunbiz)

Metric Engineering, Inc.

State of Florida
Department of State

I certify from the records of this office that METRIC ENGINEERING INC. is a corporation organized under the laws of the State of Florida, filed on July 27, 1976.

The document number of this corporation is 509621.

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 January 2, 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 Second day of January, 2025

Secretary of State

Tracking Number: 8656228135CC

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

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

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 509621

FILED
Jan 02, 2025
Secretary of State
8656228135CC

Entity Name: METRIC ENGINEERING INC.

Current Principal Place of Business:

13940 SW 136TH ST
SUITE 200
MIAMI, FL 33186

Current Mailing Address:

13940 SW 136TH ST
SUITE 200
MIAMI, FL 33186 US

FEI Number: 59-1685550

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

PEREZ, MARILEY
13940 S.W. 136TH STREET
SUITE 200
MIAMI, FL 33186 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	EXECUTIVE VICE PRESIDENT
Name	CAULEY, DOUGLAS K
Address	1343 BRICKYARD ROAD
City-State-Zip:	CHIPLEY FL 32428

Title	EXECUTIVE VICE PRESIDENT
Name	LINARES, ROBERT A
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	VP
Name	STRATTON, CHARLES
Address	525 TECHNOLOGY PARK SUITE 153
City-State-Zip:	LAKE MARY FL 32746

Title	EXECUTIVE VICE PRESIDENT
Name	BENITEZ, VICTOR M
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	EXECUTIVE VICE PRESIDENT
Name	CODY, DALE
Address	525 TECHNOLOGY PARK SUITE 153
City-State-Zip:	LAKE MARY FL 32746

Title	VP
Name	WIWI, AMY Y
Address	1343 BRICKYARD ROAD
City-State-Zip:	CHIPLEY FL 32428

Title	EXECUTIVE VICE PRESIDENT
Name	
Address	
City-State-	

Title	
Name	
Address	
City-State-	

Continu

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my
oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report a
above, or on an attachment with all other like empowered.

SIGNATURE: MARILEY PEREZ

Electronic Signature of Signing Officer/Director Detail

Officer/Director Detail Continued :

Title	DIRECTOR, CFO
Name	BENITEZ, MANUEL A
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	VP
Name	CARNES, CLIFFORD CRAIG
Address	11760 MARCO BEACH DRIVE - STE. 1
City-State-Zip:	JACKSONVILLE FL 32224

Title	VP
Name	RAMIREZ, ROLANDO
Address	525 TECHNOLOGY PARK SUITE 153
City-State-Zip:	LAKE MARY FL 32746

Title	VP
Name	PEREZ VALLEDOR, NELSON
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	DIRECTOR
Name	BENITEZ, VIVIAN
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	DIRECTOR, TREASURER
Name	BENITEZ, IVONNE
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	DIRECTOR, CEO
Name	BENITEZ, VERONICA
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	PRESIDENT
Name	RODRIGUEZ, JAVIER
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	VP
Name	MCCRARY, MICHAEL K.
Address	1343 BRICKYARD ROAD
City-State-Zip:	CHIPLEY FL 32428

PI Consulting Services, LLC

State of Florida
Department of State

I certify from the records of this office that PI CONSULTING SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 21, 2013, effective May 21, 2013.

The document number of this limited liability company is L13000073886.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 8, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of January, 2025

Secretary of State

Tracking Number: 3135771479CC

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

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

Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
PI CONSULTING SERVICES, LLC

Filing Information

Document Number	L13000073886
FEI/EIN Number	46-2844689
Date Filed	05/21/2013
Effective Date	05/21/2013
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/09/2018
Event Effective Date	NONE

Principal Address

711 CIARA CREEK CV
SUITE 1009
LONGWOOD, FL 32750

Changed: 07/06/2018

Mailing Address

711 CIARA CREEK CV
SUITE 1009
LONGWOOD, FL 32750

Changed: 07/06/2018

Registered Agent Name & Address

PRAJAPATI, CHAITALI J
711 CIARA CREEK CV
SUITE 1009
LONGWOOD, FL 32750

Address Changed: 07/11/2018

Authorized Person(s) Detail

Name & Address

Title MGRM, PRESIDENT

PRAJAPATI, CHAITALI J
711 CIARA CREEK CV
SUITE 1009
LONGWOOD, FL 32750

Colliers Engineering & Design, Inc.

State of Florida
Department of State

I certify from the records of this office that COLLIERS ENGINEERING & DESIGN, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on September 28, 2020.

The document number of this corporation is F20000004205.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 14, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of May, 2024

Secretary of State

Tracking Number: 3854131450CU

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

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

Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
COLLIERS ENGINEERING & DESIGN, INC.

Filing Information

Document Number	F20000004205
FEI/EIN Number	22-2651610
Date Filed	09/28/2020
State	NJ
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	12/14/2020
Event Effective Date	NONE

Principal Address

101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Changed: 02/14/2024

Mailing Address

101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Changed: 02/14/2024

Registered Agent Name & Address

CT CORPORATION SYSTEM
100 S POINE ISLAND RD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title Director, President

Haney, Kevin L
101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Title TREASURER, DIRECTOR, VP

PONZIO, LEONARDO E
101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Title COO

DOPICO, JOSEPH A
555 HUDSON VALLEY AVENUE
SUITE 101
NEW WINDSOR, NY 12553

Title OTHER

NOLAN, PAUL
101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Title VP, SECRETARY

CURTIS, BRIAN E
101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Title EXEC

MASER, RICHARD M
101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Title OTHER

EHRHART, MICHAEL
5471 WEST WATERS AVENUE
TAMPA, FL 33634

Title OTHER

DIAZ LAROSA, AIMARA
7400 CORPORATE CENTER DRIVE
SUITE C
MIAMI, FL 33126

Title OTHER

WYGANT, CLAY
2703 BROADBENT PARKWAY NE
STE B
ALBUQUERQUE, NM 87107

Title OTHER

SENNE, PATRICK
5471 WEST WATERS AVENUE
TAMPA, FL 33634

Title OTHER

COSTA, LUIS
7284 WEST PALMETTO PARK ROAD
SUITE 201-S
BOCA RATON, FL 33433

Title Geographic Discipline Leader

Stevens , Greg
101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Title Division Operational Manager

Sterbenz, Paul
101 Crawfords Corner Road
Suite 3400
Holmdel, NJ 07733

Nadic Engineering Services, Inc.

State of Florida
Department of State

I certify from the records of this office that NADIC ENGINEERING SERVICES INCORPORATED is a corporation organized under the laws of the State of Florida, filed on August 28, 2001.

The document number of this corporation is P01000085332.

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 January 22, 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-second day of January, 2025

Secretary of State

Tracking Number: 4050461021CC

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

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

Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
NADIC ENGINEERING SERVICES INCORPORATED

Filing Information

Document Number	P01000085332
FEI/EIN Number	30-0052251
Date Filed	08/28/2001
State	FL
Status	ACTIVE

Principal Address

601 N, HART BLVD
ORLANDO,, FL 32818

Changed: 06/23/2004

Mailing Address

601 N, HART BLVD
ORLANDO,, FL 32818

Changed: 01/28/2011

Registered Agent Name & Address

NNADI, EZEKWESIRI MR.
13412 Splash Court
ORLANDO,, FL 32828

Name Changed: 02/07/2019

Address Changed: 01/18/2023

Officer/Director Detail

Name & Address

Title DR.

NNADI, GODWIN N
13412 SPLASH COURT
ORLANDO,, FL 32828

Title DR.

NNADI, FIDELIA N
13412 SPLASH COURT
ORLANDO,, FL 32828

Tab 11

City Required Forms

City of New Smyrna Beach

Proposal Response

Title of Project Name: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Project ID: **09-25-ENG**

Company Name: Metric Engineering, Inc.

Print Authorized Officer Name & Title: Darrel Burnett, PE | Executive Vice President of CEI

Signature Authorized Officer: W. Darrel Burnett

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sams.Gov Registration	✓

City of New Smyrna Beach

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Darrel Burnett, PE	Executive Vice President and Director of CEI Services	(850) 772-1902

Darrel Burnett, PE
Print Name

W. Darrel Burnett
Signature/Title)

Metric Engineering, Inc.
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture __x__ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 59-1685550

January 2, 2025

RE: Contract Execution Authority

Dear Sir/Madam:

The following is a true, certified copy of the portion of our December 13, 2024 annual corporate minutes, which authorizes Mr. Darrel Burnett to execute (sign) proposals and contracts on behalf of Metric Engineering, Inc.:

"Upon duly motion made, seconded and unanimously carried, it was RESOLVED that Darrel Burnett, Executive Vice President shall have the authority to execute on behalf of the Corporation, only those contracts which are generated in connection with his respective divisions."

Should you have any questions, please feel free to contact me.

Sincerely,

Metric Engineering, Inc.

Mariley Perez
Director/COO/Corporate Secretary

METRIC ENGINEERING INC. CORPORATE SEAL 1976 FLORIDA

STATE OF: Florida
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and subscribed before me this 2nd day of January 2025.

Personally Known OR Produced Identification

Notary Public – State of: Florida

Commission Expires: April 3, 2025

Authorized Signature: Jessie Santistevan

JESSIE SANTISTEVAN
MY COMMISSION # HH 089196
EXPIRES: April 3, 2025
Bonded Thru Notary Public Underwriters

VENDOR INFORMATION

BID #:	RFP 09-25-ENG
BID TITLE:	Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Respondent Information

Company Name: Metric Engineering, Inc.	Federal Employer Identification Number or SS Number: 59-1685550 DUN Number: 083104604
Mailing Address 525 Technology Park #153	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code Lake Mary, FL 32746	Incorporated in the State of: Florida
Corporate Address: 13940 SW 136th Street	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code Miami FL 33186	Authorized to transact business in Florida Yes or No
Telephone No. (305) 235-5098	State of Florida Department of State Certificate of Authority Document No: 509621
Email Address: darrel.burnett@metriceng.com	

If remittance address is different from the mailing address so indicate below.

Same as above

Please see our Articles of Incorporation provided in Tab 11 - Licenses for a full list of our company Principals.

List Principals (Print):

President: Javier Rodriguez, PE
Vice President: _____
Secretary: Mariley Perez
Treasurer: Ivonne Benitez
Other: _____
Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

W. Darrel Burnett
Authorized Signature

Darrel Burnett, PE
Printed Name

Title: Executive Vice President of CEI

Date: 3/25/2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR:** X **REVISED VENDOR:**_____

DATE: 3/25/2025

VENDOR NAME: Metric Engineering, Inc.

VENDOR DBA: Transportation Engineering Consulting Firm

PRODUCT/SERVICE PROVIDED:

DEPARTMENT: N/A

PREPARED BY: Metric Team Members

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
ADDRESS	ADDRESS	ADDRESS
13940 SW 136th St	13940 SW 136th St	13940 SW 136th St
Miami, FL	Miami, FL	Miami, FL
CITY/STATE	CITY/STATE	CITY/STATE
33186	33186	33186
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Darrel Burnett, PE

E-MAIL: Darrel.Burnett@metriceng.com

OFFICE PHONE: (407) 644-1898

FAX: N/A

MOBILE PHONE: (850) 772-1902

FEDERAL TAX ID#: 59-1685550

DUNS Number: 083104604

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

METRIC ENGINEERING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

13940 SW 136TH STREET

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI, FL 33186

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	6	8	5	5	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1/23/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Metric Engineering, Inc.
PROPOSER/BIDDER

W. Daniel Burnett
AUTHORIZED SIGNATURE

Executive Vice President of CEI
OFFICER TITLE

03/25/2025
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR 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."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

W. Darrel Burnett Executive Vice President of CEI — Date: 03/25/2025

Authorized Signature and Title

Darrel Burnett, PE | Executive Vice President of CEI

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO ___x___

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO ___x___

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES___x___NO _____ Please see *Tab 9 - Financial Stability/Litigation*

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 09-25-ENG described as:

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).

Metric Engineering, Inc.	03/25/2025
Firm	Date
W. Darrel Burnett Executive Vice President of CEI	Darrel Burnett, PE | Executive Vice President of CEI
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with 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. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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

W. Darrel Burnett Date: 03/25/2025

Authorized Signature

Darrel Burnett, PE | Executive Vice President of CEI

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Darrel Burnett, PE | Executive Vice President of CEI
(Print Individual's Name and Title)
for Metric Engineering, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is 525 Technology Park, Suite 153, Lake Mary, FL 32746

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1685550

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

__x__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

W. Daniel Burnett
(Signature)

Sworn and subscribed before me this 25th day of March, 2025.

Personally known x

Kristine K. Melanson
(Notary)

OR produced identification N/A

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 3/11/2028

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Orange

Darrel Burnett, PE, being first duly sworn, deposes and says that:

He/she is Executive Vice President of CEI of Metric Engineering, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

W. Darrel Burnett
Signed

Executive Vice President of CEI
Title

Subscribed and sworn to before me this 25th day of March, 2025.

Kristine K. Melanson

Florida Public Notary
Title

My Commission Expires: 3/11/2028

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Metric Engineering, Inc.

Consultant E-Verify Registration Number: 083104604 - Unique Entity ID # (from SAM.gov)

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: W. Darrel Burnett

Print Name:
Darrel Burnett, PE Executive Vice President of CEI

Sworn to and subscribed before me, by ( ) physical presence or (x) remote audio-visual means, this

25th Day of March, 2025. She/He is personally known to me or has produced
N/A As identification.

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

Kristine K. Melanson
Notary Public

My commission expires: 3/11/2025

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Metric Engineering, Inc.

Authorized Signature: W. Darrel Burnett Date: 03/25/2025

Printed Name: Darrel Burnett, PE

Title: Executive Vice President of CEI

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 25th day of March, 2025, by Darrel Burnett, PE, as Executive VP of CEI on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced N/A as identification.

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

Signature of Notary Public

Kristine K. Melanson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/11/2028

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Orlando

Before me, the undersigned authority, personally appeared Darrel Burnett, PE

who was duly sworn, deposes, and states:

1. I am the Executive Vice President of CEI of Metric Engineering, Inc. with a local office in Lake Mary, Florida (City & State) and principal office in Lake Mary, Florida (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 09-25-ENG,** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Darrel Burnett, PE	Executive Vice President of CEI
Typed Name	Title
W. Darrel Burnett	03/25/2025
Signed	Dated

Sworn to and subscribed before me this 25th day of March 2025.

Personally known x OR produced identification ____. Identification type: N/A

Notary Public: State of Florida County of Orange

Kristine K. Melanson
Printed, typed, or stamped commissioned name of notary public

My commission expires: 3/11/2025

KRISTINE KUREK MELANSON
Notary Public - State of Florida
Commission # HH 502660
My Comm. Expires Mar 11, 2028
Bonded through National Notary Assn.

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☑ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	13940 SW 136th Street Miami FL 33186	
Federal I.D. Number	59-1685550	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Metric Engineering, Inc.

Mailing Address: 525 Technology Park #153, Lake Mary, FL 32746

Telephone Number: (850) 772-1902 Fax Number: N/A E-mail Address: darrel.burnett@metriceng.com

W. Darrel Burnett — Darrel Burnett, PE — 59-1685550

Authorized Signature | Printed Name | FEIN

Executive Vice President of CEI — 3/25/2025

Title | Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

State of Florida
Department of State

I certify from the records of this office that METRIC ENGINEERING INC. is a corporation organized under the laws of the State of Florida, filed on July 27, 1976.

The document number of this corporation is 509621.

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 January 2, 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 Second day of January, 2025



Secretary of State

Tracking Number: 8656228135CC

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

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

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 02, 2025
Secretary of State
8656228135CC

DOCUMENT# 509621

Entity Name: METRIC ENGINEERING INC.

Current Principal Place of Business:

13940 SW 136TH ST
SUITE 200
MIAMI, FL 33186

Current Mailing Address:

13940 SW 136TH ST
SUITE 200
MIAMI, FL 33186 US

FEI Number: 59-1685550

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

PEREZ, MARILEY
13940 S.W. 136TH STREET
SUITE 200
MIAMI, FL 33186 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	EXECUTIVE VICE PRESIDENT
Name	CAULEY, DOUGLAS K
Address	1343 BRICKYARD ROAD
City-State-Zip:	CHIPLEY FL 32428

Title	EXECUTIVE VICE PRESIDENT
Name	LINARES, ROBERT A
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	VP
Name	STRATTON, CHARLES
Address	525 TECHNOLOGY PARK SUITE 153
City-State-Zip:	LAKE MARY FL 32746

Title	EXECUTIVE VICE PRESIDENT
Name	BENITEZ, VICTOR M
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	EXECUTIVE VICE PRESIDENT
Name	CODY, DALE
Address	525 TECHNOLOGY PARK SUITE 153
City-State-Zip:	LAKE MARY FL 32746

Title	VP
Name	WIWI, AMY Y
Address	1343 BRICKYARD ROAD
City-State-Zip:	CHIPLEY FL 32428

Title	EXECUTIVE VICE PRESIDENT
Name	BURNETT, WAYMON D.
Address	654 JENKS AVENUE
City-State-Zip:	PANAMA CITY FL 32401

Title	DIRECTOR, COO, SECRETARY
Name	PEREZ, MARILEY
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARILEY PEREZ SECRETARY 01/02/2025

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	DIRECTOR, CFO
Name	BENITEZ, MANUEL A
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	VP
Name	CARNES, CLIFFORD CRAIG
Address	11760 MARCO BEACH DRIVE - STE. 1
City-State-Zip:	JACKSONVILLE FL 32224

Title	VP
Name	RAMIREZ, ROLANDO
Address	525 TECHNOLOGY PARK SUITE 153
City-State-Zip:	LAKE MARY FL 32746

Title	VP
Name	PEREZ VALLEDOR, NELSON
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	DIRECTOR
Name	BENITEZ, VIVIAN
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	DIRECTOR, TREASURER
Name	BENITEZ, IVONNE
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	DIRECTOR, CEO
Name	BENITEZ, VERONICA
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	PRESIDENT
Name	RODRIGUEZ, JAVIER
Address	13940 SW 136TH ST SUITE 200
City-State-Zip:	MIAMI FL 33186

Title	VP
Name	MCCRARY, MICHAEL K.
Address	1343 BRICKYARD ROAD
City-State-Zip:	CHIPLEY FL 32428

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Metric Engineering, Inc.

FEIN: 59-1685550

Authorized Representative Name and Title: Darrel Burnett, PE | Executive Vice President of CEI

Address: 525 Technology Park #153

City: Lake Mary State: Florida Zip: 32746

Phone Number: (850) 772-1902 Email Address: darrel.burnett@metriceng.com

Certified By: Darrel Burnett, PE | Executive Vice President of CEI,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: W. Darrel Burnett

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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

W. Darrel Burnett Executive Vice President of CEI Date: 3/25/2025

Authorized Signature and Title

Darrel Burnett, PE | Executive Vice President of CEI

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: CR 46A at Rinehart Road, Sanford, Florida				
Type of Project/Service: milling, resurfacing, and widening, installation of curb and gutter, sidewalk, drainage, type A fencing, pavement markings, guardrail, pedestrian handrail, cantilever retaining walls, traffic separator, replacement of existing driveways and overhead sign structures.				
Address: 719 S. Woodland, Blvd. Deland, FL 32720				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Kim Navarro | (407) 278-2729				
Contact Email Address and Fax #: kim.navarro@dot.state.fl.us | N/A				
Contract Amount: $8.3M	Start Date: 07/2023		End Date: Present	
Project #2:				
Project Name: SR 429 (Wekiva Pkwy Section 8)				
Type of Project/Service: multi-span and single-span bridges, widening, MSE walls, drainage pipe, stormwater management and floodplain compensation, earthwork, sound walls, highway and high mast lighting, ITS, sign structures, landscaping provisions, demolition of existing bridges, and pavement markings				
Address: 2400 Camp Road, Oviedo, FL 32765				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Tammie Andrews | (407)-278-2741				
Contact Email Address and Fax #: tammie.andrews@dot.state.fl.us | N/A				
Contract Amount: $253M	Start Date:	11/2018	End Date:	10/2023
Project #3:				
Project Name: US 17-92 Widening and Reconstruction, Casselberry, Florida (FDOT FIN 404418-1-52-01)				
Type of Project/Service: widening and reconstruction, elevated lanes, exit ramps, span bridge, bike lanes, sidewalks, drainage, MSE Walls, Blue Tooth ITS System, roadway lighting, aesthetics and hardscaping, utility adjustments/relocations, and signalization				
Address: 719 S. Woodland, Blvd. Deland, FL 32720				
Contracting Agency/Client: FDOT District 5				
Contact Name and Phone #: Jeff Oakes | (407) 482-7835				
Contact Email Address and Fax #: Jeff.Oakes@dot.state.fl.us | N/A				
Contract Amount: $55M	Start Date:	01/2014	End Date:	07/2022

Addendum 1: March 6, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Would it be possible to obtain a copy of the proposed plans, the letting date, and the estimated construction cost?

   Answer: 100% Plans and Engineer's Cost Estimate have been uploaded in OpenGov. See Attachments E,F,G, and H. Note: Letting date to be determined

2. **Question:** Would the City please clarify how long the contract period is? Page 8 of the RFP states a "Contract period of three (3) years, with the possibility No, for a total of ninety (90) days", however Page 26 and the Draft Contract state "It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission."

   Answer: Section III.E, has been revised to reflect fifteen (15) months.

3. **Question:** Since Dunn & Bradstreet (DUNS) Numbers are no longer used, is it acceptable to provide the City with our Unique Entity Identifier (UEI) instead, since this is the replacement for DUNS?

   Answer: Yes, the UEI of acceptable.

4. **Question:** Upon reading the "Qualifications and Abilities of Project Team" section, item "A" has a 5-page limit, and since "B" is a separate item, could the City please clarify if the resumes are "in addition" to the 5-page limit?

Answer: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

5. **Question:** Would the City please confirm if we are to submit proof of required insurance with our proposal? Page 31 of the RFP states "Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance prior to award. Proof of insurance as prescribed by this document will disqualify your firm, as the top ranking and from further consideration". However, Page 33 of the RFP states "Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal". Is it acceptable to provide our standard ACCORD insurance holder documentation as an attachment to the "Statement of Insurance Compliance" form without naming the additional insured for the form for this submittal response?

   Answer: Section VI, Insurance Requirements has been revised. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission. Submitted proposals shall include a completed Statement of Insurance Compliance form provided as an Attachment C of the solicitation.

6. **Question:** When we clicked on the link for OpenGov on the first page of the RFP, the link takes you to a page with a 404 error; however, the link on page 2 works and the link brings you to the portal. We believe the word "portal" is missing from the link on the first page. Overall, the portal appears to have uploads for several items separate from the "1 full PDF" at the end of the list of "required response" items. Would the City please clarify the language on page 31 to provide 1 full PDF and the information noted on pages 40-42 of the RFP?

   Answer: The correct link is as follows: https://procurement.opengov.com/portal/cityofnsb

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Darrel Burnett, PE Proposer Signature: W. Darrel Burnett

Metric Engineering, Inc.

Firm Name (Please Print)

Addendum 2: March 14, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Under Section I.A (Summary), paragraph 4 states, "the awarded firm will also conduct the water main inspection for this contract".

   Section IV.A also states, "the awarded firm will provide the water main inspection for this contract". Section V.G (Experience) has a contradictory note that states, "the NSBU staff is responsible for the CEI of Underground and Aboveground utilities" Can the City clarify who will be responsible for the inspection of the underground utilities including density testing, pressure testing, witnessing of taps, line stops, tie-ins to mains, and all other testing required per contract and NSBU?

   Answer: CEI firm selected will provide the water main and sanitary sewer improvements inspection services. NSBU staff will provide in-house electrical inspectors for all overhead to underground electric conversions.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Darrel Burnett, PE Proposer Signature: W. Darrel Burnett

Metric Engineering, Inc.

Firm Name (Please Print)



metric

Prepared by:
525 Technology Park, Suite 153
Lake Mary, FL 32746
www.metriceng.com

Contact:
Wayne (Bert) Woerner, PE
Regional Manager for CFL CEI
407.391.1638
bert.woerner@metriceng.com

NEWKIRK ENGINEERING INC.

RFP 09-25-ENG

PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION FOR OVERSIGHT OF THE WASHINGTON STREET ROADWAY IMPROVEMENTS (FPID NO. 447711-1-54-01)

Table of Contents

8. Statement of Interest and Introductions 3
9. Company History, Company Qualifications, Capabilities, and Capacity 6
10. Qualifications and Abilities of Project Team 10
11. Experience 20
12.Project Plan 22
13. Workload Capacity 23
14. References 24
15. Financial Stability 25
16. Sams.Gov and Division of Corporation Registration 41
17. City Required Forms 42

March 19, 2025

Janet Vivian
Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Re: *RFP 09-25-ENG (447711-1-54-01) Professional Services for CEI Oversight of the Washington Street Roadway Improvements for the City of New Smyrna Beach*

Dear Selection Committee:

Newkirk Engineering, Inc. is pleased to submit this statement of interest to the City of New Smyrna Beach for CEI Services. Founded by Mr. Newkirk in 2013, NEI is a multi-disciplinary engineering firm with experienced, practical, and technically proficient staff. NEI has experience working for similar sized local municipalities on projects key to their community, as well as managing larger projects for FDOT and local municipalities. We understand the importance of providing schedule and budget stability and ensuring staff availability.

NEI has a dedicated CEI Division that has provided professional Construction Engineering and Inspection (CEI) services for over eight years. Under the leadership of Bradley Bauknecht, PE, Vice President, this division has rapidly expanded, establishing a **strong track record** of efficiently overseeing public works projects while **maintaining high safety and quality standards**. In 2022, Thomas Delli Bovi, PE, joined NEI to further expand the CEI Division, bringing additional expertise in transportation, infrastructure inspection, and contract administration.

Our CEI team is composed of highly skilled professionals. With our diverse and experienced team, NEI can proactively manage project challenges, mitigate risks, and maintain full compliance with all regulatory requirements. Our CEI staff is well-versed in FDOT and Utility construction standards, making us the ideal partner for the Washington Street Roadway Improvements for the City of New Smyrna Beach.

What sets NEI apart from other CEI firms is our ability to integrate **expertise across multiple engineering disciplines**. While many CEI firms focus exclusively on inspection, NEI offers a holistic approach, leveraging site development, transportation engineering, and landscape architecture expertise to **deliver more efficient, cost-effective, and sustainable project solutions**. At NEI, we believe in more than just delivering projects—we believe in strengthening communities.

NEI currently has 35 team members and is continuing to grow offering additional service areas and greater abundancy. Our average annual revenue for the past five years is roughly $5 million dollars, and our work volume has grown each year as our staff continue to excel and grow in their roles, striving to surpass the industry's standards. NEI understands that CEI services are vital to ensuring project integrity. We take great pride in working alongside Florida municipalities to build safe, sustainable, and high-quality infrastructure that benefits residents and businesses for generations to come. The NEI team is fully prepared to **provide the dedicated support, leadership, and engineering expertise** necessary for successful project completion.

Our vital staff members are fully committed, eager, and readily available to work with the City on this contract. We recognize that the City needs a consultant who will provide quality services with innovative solutions on time and within budget and who will prioritize this contract. Our Company Principals are hands-on individuals who will be directly involved with this contract. Our Team can fully commit to this contract and go beyond to assist the City of New Smyrna Beach by any means necessary.

Thank You for Your Consideration
On behalf of our entire team, I sincerely appreciate the opportunity to submit this statement of interest. We look forward to discussing how NEI can provide exceptional CEI services for this project and contribute to the long-term success of New Smyrna Beach infrastructure initiatives.

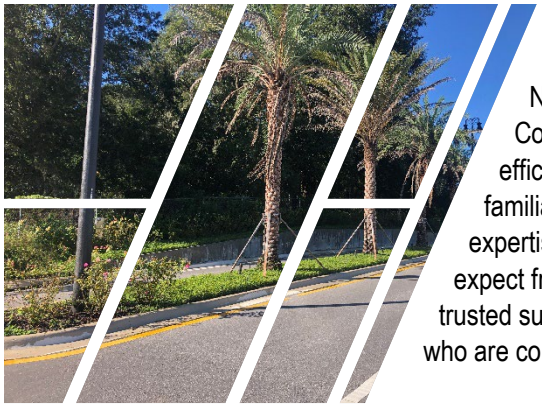
Sincerely,

Bradley Bauknecht

NEWKIRK ENGINEERING, INC.
Brad Bauknecht, PE Vice President
Mobile: 386-290-6844

8. STATEMENT OF INTEREST & INTRODUCTIONS

RFP 09-25-ENG (447711-1-54-01)
Professional Services for CEI Oversight of the Washington Street Roadway Improvements



Newkirk Engineering, Inc. was founded in Ormond beach in 2013 by Mr. Harry Newkirk as a privately-owned Small Business registered as a Florida "S" Corporation. Since 2013, NEI grown to house a diverse and robust team able to efficiently deliver any of the anticipated tasks listed in the Scope of Services. We are familiar with city contracts and have proposed team members with the availability, expertise, and flexibility required to provide the smooth project deliveries that residents expect from government projects. Furthermore, our 7-year working relationship with our trusted subconsultant Consor. Making us a strong and dependable group of individuals who are committed to exceeding the needs of this contract.

Newkirk Engineering, Inc

Years in Business
12 (Since 2013)

Company Size (35)
7 Professional Engineers
2 Engineering Interns (EI)
5 Drafters
3 Contract Support Specialists
12 Inspectors
1 Landscape Architect
5 Support Staff

Volusia County Locations
Ormond Beach
DeLand

Services
Construction Engineering & Inspection (CEI)
Site Development
Roadway Design
Drainage Design
Utility Design
Permitting
Landscape Architecture
Public Engagement

The project team will consist of twelve personnel: Brad Bauknecht, PE, serving as the contract's primary contact and **Project Administrator** for the Washington Street Roadway project. Thomas Delli Bovi, PE will serve as our **Senior Project Engineer** and Tyler Malmborg, PE as **Quality Control.**

NEI staff will include: Andrew Carden**, Senior Inspector,** Mike Arnold**, Senior, Inspector**, Jeffrey Rodriguez**, Senior Inspector**, Ian Bonk, **Inspector**, Justin Teall, **Inspector** and Tino Van Horen as **Assistant Contract Support Specialist.** Consor staff: Chris Westbrook**, Senior Inspector,** Chris Crouch **Senior Inspector** and William Duncan**, Inspector.**

NEI strives to help our local municipalities expand and flourish. **The vast majority of our NEI staff live in Volusia County.** Meaning that we approach all assigned projects with a sense of ownership that stems from our pride as locals. Alongside Mr. Harry Newkirk, Newkirk Engineering is also owned by Tyler Malmborg, PE and Brad Bauknecht, PE. Our Principal Owners oversee all aspects of the project planning, design, and execution. This high-level oversight allows us to optimize processes, minimize delays, and successfully deliver projects to our clients. This trio of trusted advisors has diverse backgrounds and complementing skillsets to ensure any city project is planned and completed in a professional, timely, and economical manner.



1230 North US Highway 1, Suite 3
Ormond Beach, FL | 32174



125 East Indiana Ave., Suite A
Deland, FL | 32724



1146 Bell Shoals Rd Suite 101
Brandon, FL | 33511

NEI is authorized to perform engineering and landscape architecture services in the state of Florida and holds FDOT prequalification's for Design and CEI activities.

We are confident that our local presence and sensitivity to the community's history and concerns will benefit the City of New Smyrna Beach by providing you with innovative technical solutions, personal responsiveness, and increased value. We pledge to provide the level of service, responsiveness, understanding, and professionalism required to support the City's project. The entire NEI team, including all sub-consultants, look forward to offering our support to the City of New Smyrna Beach and its ever-growing community.

2121 Old Hickory Tree Road
St. Cloud, FL 34772 | 888.451.6822

March 24, 2025

City of New Smyrna Beach
Purchasing Division
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: Professional Services for Construction Engineering and Inspection (CEI) for Oversight of the Washington Street Roadway Improvements (FPID No. 447711-1-54-01)

Dear Selection Committee Members:

Consor Engineers, LLC (Consor) is pleased to present this statement of interest to the City of New Smyrna Beach (City) for the currently advertised CEI for Oversight of the Washington Street Roadway Improvements project.

Consor is a North American transportation infrastructure consulting firm offering construction and program management, construction services, planning, design, and structural assessment across the transportation sector. People choose Consor because they know they will get a better experience—and be better for the experience—whether they're a teammate, a client, or a partner. More than 1,750 individuals, including 450+ construction professionals, service clients from 99 locations across the US and Canada, including 20 offices in Florida.

Consor's surplus of experience combined with our hand-selected team members allows us to serve as a true extension of the City's staff. As with all projects, Consor has completed the necessary groundwork to assemble a dedicated and experienced team comprised of senior leaders who ensure flexible, efficient, and thorough project deliverables. As demonstrated throughout this proposal, our team has an extensive history of performing on similar projects for local agencies. Our additional qualifications include:

- **Qualified team members:** Our proposed inspection team has extensive construction experience, providing them with a comprehensive understanding of all aspects of construction-phase services. This background makes us ideally suited for the contract, as we can anticipate potential construction issues and proactively address them before they become problems for the contractor.
- **Multi-discipline expertise:** We have the capability to tackle every need across the life cycle of transportation and water projects—from planning and design to construction and operations.
- **FDOT-prequalified:** Consor is prequalified in Group 10.

We have the leadership, critical technical expertise, and familiarity with FDOT procedures and City preferences to ensure this contract will be a resounding success. Our depth of knowledge and resources allows us to provide timely, personal service while acting as a true extension of your staff. If you have any questions related to this submittal or require additional information, please call Charles Woerner at 407.942.7992 or email him at cwoerner@consoreng.com.

Sincerely,
Consor Engineers, LLC



David Bowden, *EVP, East Region Executive Director*
407.873.1905 | dbowden@consoreng.com

Newkirk Engineering, Inc. was founded in Ormond beach in 2013 by Mr. Harry Newkirk as a privately-owned Small Business registered as a Florida "S" Corporation. Since 2013, NEI grown to house a diverse and robust team able to efficiently deliver any of the anticipated tasks listed in the Scope of Services. In 2016 Tyler Malmborg, PE joined the company to establish and lead the NEI transportation engineering division. Bradley Bauknecht, PE joined NEI in 2017 and began the Construction Engineering and Inspection Services Division. Quickly expanding, Thomas Delli Bovi, PE has been leading the expansion of the CEI Division since he joined NEI in 2022.

Our CEI division has provided professional consulting services for eight (8) years and within that time we have added a team of Senior Project Engineers, Project Administrators, Senior Inspectors, Inspectors, and Contract Support Specialists. We are familiar with city contracts and have proposed team members with the availability, expertise, and flexibility required to provide the smooth project deliveries that residents expect from government projects. Furthermore, our 8-year working relationship with our trusted subconsultant Consor. Making us a strong and dependable group of individuals who are committed to exceeding the needs of this contract.

Today, our services include land development, roadway, drainage, utilities, landscape architecture, construction engineering inspection, and transportation engineering services. Our team has expanded to 35 qualified employees in three offices (Ormond Beach, Deland, & Tampa/Brandon). In addition to offering services to private and local agencies, Newkirk Engineering, Inc. is qualified to provide State and Federal Engineering services.

Internal Process

Newkirk Engineering fully believes that Quality Control begins before any work starts in the field. At this point, discussions are critical with the inspection staff and the Contractor. Newkirk Engineering guarantees clear and concise communication to ensure the smoothest project possible. NEI fully believes that lessons learned are priceless experiences and can be easily shared to prevent rework. Pre-work meetings will be held to review upcoming new work activities. The Contractor's representatives, Subcontractor's representatives, NEI's Project Administrator, and NEI's Senior Inspector will attend these meetings. The Contractor will be asked to have their foreman or superintendent, who will supervise the work, attend.

The discussion of the meeting will generally include a statement of the intent of the meeting, the parties involved in the meeting, the specific work to be done, how the Contractor intends to do the work, reading and understanding of the specifications pertaining to the work and review of the QC checklists, discuss who will be doing what, how the work product is to be accepted and paid for, the schedule for the work, when the work starts and planned finish. Additionally, safety awareness is discussed and advised. The meeting aims to improve communications and arrive at a product that meets the requirements, thus, achieving quality. In addition, Newkirk Engineering strives to work in partnership with the Contractor and to hold crucial conversations as soon as possible and as often as possible to minimize any issues.

Our Quality Control includes the day-to-day activities performed by Newkirk Engineering's CEI team to properly inspect methods, review, monitor, test, and document the materials and workmanship being incorporated into the constructed project. Inspection operations for unique case elements of the work that are not addressed will be developed as required and to the satisfaction of the City of New Smyrna. NEI is committed to providing trained personnel with the certification to do their assigned job. All our personnel on this project will maintain and keep their required CTQP certifications current. Materials records will be logged and maintained for the

project's duration and will be available for periodic audit and review. Failed tests will be noted and handled as per the County/City standards.

While we were on the I-95/SR 9 from S. of Dunn Avenue to Airport Road project, our inspector made us aware that there was a subcontractor who was placing structural asphalt by hand, rather than with a paver. After discussing it together with the prime contractor, we discovered that there was not a pre-paving meeting held at this point in the project. This was completely unacceptable in all forms of this project. As a result, we had the QCRR corrected, and all structural asphalt that was placed incorrectly had to be removed and replaced according to the Standard Specification, and there was to be no extra cost to the department.

Job Site Controls

Before any project begins, NEI reviews and documents existing conditions throughout the project site. This is achieved through videos, photos, and adjacent property reviews. Any areas with any known prior issues are appropriately documented and conveyed to the property owner for repairs. At the same time, our inspectors are available to oversee the project, address any questions about the project, and escalate concerns quickly and effectively. During construction, extreme due diligence is taken to protect existing infrastructure above or below ground. Work items are discussed at each meeting to address surrounding infrastructure that could be affected. All emergency contact information is diligently kept accurate and up to date in case anything does occur in the field, reducing potential downtime.

On the SR 500/US 192 from Osceola C/L to Brandywine RD/Columbia LN project, we had an accident involving the attenuators being struck by a drunk driver who left the scene. Once we reviewed the information and footage our Inspector's dash cam caught, we were able to identify the driver by their tag and hand it over to the proper authorities. This allowed us to file damages on the insurance claim to get the repairs completed via a Work Order rather than FDOT having to fund the repairs.

Best Management Practice

Understanding the Contractor's schedule is vital to reducing project delays for both time and money. However, we have found that by looking ahead of the anticipated schedule, we can prepare for potential issues, and even more importantly, we guarantee that the controlling items of work are always progressing forward. NEI spends time ensuring we understand the Contractor's schedule and multiweek look-ahead. We use lessons learned from previous projects to anticipate and overcome future issues. We partner with the Contractor to seek solutions that minimize time and money overruns, along with a feedback loop from the Engineer of Record (EOR).

On the US 92 (SR 600) from the Halifax River Bridge to SR A1A project, despite our best efforts to give continual reminders in the progress meetings, there was a Special Provision in the plans the contractor failed to prepare for, which shut down all visible work from March 8th to April 9th, 2023, due Spring Break Season. As soon as our team was made aware of the issue, we worked hand in hand to find controlling items of work that could be accomplished without violations of the Technical Special Provisions, such as the tender house updates and repairs that could be done without the traveling public being affected or slowing down the contractor's scheduled completion date.

Job Site Safety Performance Metric

NEI believes that everyone entering our job site shall leave the same way they arrived. To achieve this, Maintenance of Traffic (MOT) is the most critical part of the job. With so many operations being worked on at once, it is easy to get complacent, so we ensure that safety is discussed daily in the field and on record weekly in meetings. NEI will discuss a relevant safety topic of the week involving the current work activities during our progress meetings. Field reviews will be performed regularly to ensure work zone safety and ADA accessibility. Sites will be secured during weekends, holidays, and even emergency events. All inspection staff on-site will maintain Advanced MOT during the life of each project.

Experience with FDOT and Cities/Counties

Our entire team has experience working with and under FDOT and Cities/Counties. NEI's staff is full of experienced and knowledgeable members trained to know exactly what FDOT/Cities/County wants and expects. We represent FDOT's values and goals with the utmost regard and use them as a base in City/Counties areas. We ensure all staff are adequately trained from day one and maintain their CTQP certifications required for the job. This allows our Inspectors to have all the training needed to prioritize each item on a project with thorough attentiveness and methodical responsiveness.

Brad Bauknecht, PE, has worked previously for FDOT for over 17 years and has been working for NEI for the last six years as VP and Director of CEI. He has firsthand experience in accomplishing FDOT projects with superior performance and standards. Not only does NEI have a team that speaks FDOT expectations fluently but also possesses the skills and knowledge to ensure every issue is met with swift responsiveness and direct results. NEI understands its role as a solution based on minimizing project issues along with cost and time overruns.

Our talented team's experience widely varies for all types of projects. NEI's expertise includes but is not limited to projects involving Roadway, ITS, Signalization, SP&M, Utility, Stormwater, Demolition of Buildings, Lighting, extensive Asphalt, Bridge projects, including Bridge Repair, Landscape, Security, and maintenance contracts.

Construction Administration

NEI's **Construction Administration** will ensure the efficient execution of the project while maintaining compliance with contractual obligations and project specifications. NEI will coordinate and lead a pre-construction conference with the city, Contractor, and key stakeholders to outline the project scope, schedule, and safety protocols. Ongoing office support will be provided to facilitate seamless communication and documentation throughout the construction process.

Weekly on-site inspections will be conducted to monitor progress, verify compliance with plans and specifications, and address any emerging issues. In addition, NEI will organize and lead weekly progress meetings with the City and Contractor to track milestones, discuss challenges, and ensure alignment with the project schedule. Responsibilities will also include processing and reviewing shop drawings, interpreting project plans and specifications, and providing technical guidance as needed. Pay applications submitted by the Contractor will be thoroughly reviewed and approved to ensure accuracy and compliance with contract terms. **NEI** will also verify that the Contractor maintains proper records, including up-to-date documentation of as-built conditions.

As part of the project closeout, **NEI** will prepare record drawings based on information submitted by the Contractor and provide a digital copy of the computer-generated drawings to the City. A final inspection will be conducted to confirm that all work meets contractual and regulatory standards before project turnover. Payment for services will be made in accordance with the tasks performed, and a progress report or other means of verification will be submitted with each invoice to attest to the work completed. These services will be provided over a 540-calendar-day construction timeline to ensure timely and successful project completion.

Staff on Site

NEI's Senior Inspection Staff will ensure continuous oversight of construction activities by providing on-site monitoring for 40 hours per week. **NEI's Staff** will be responsible for measuring, computing, and verifying the quality of work performed and the quantities of materials used to support accurate partial and final payments. Coordination with the Contractor will be a key function, ensuring that monthly payment requests and material quantities are properly documented and reviewed. **NEI's Staff** will also facilitate construction activities in collaboration with the City/County and will actively participate in weekly construction meetings to discuss progress, address concerns, and maintain project alignment. Additionally, they will manage Requests for Information (RFIs) and Change Orders in coordination with the Contractor, ensuring timely resolution of design clarifications and modifications. Regular reviews of updated record drawings provided by the Contractor will be conducted to track as-built conditions accurately. **NEI's Staff** will also attend the pre-construction conference to gain a comprehensive understanding of project expectations. Serving as the Engineer's primary point of contact throughout construction, **NEI's Staff** will maintain detailed daily reports documenting project progress, workforce presence, weather conditions, safety compliance, and security measures. These efforts will contribute to the successful execution of the project while maintaining transparency and accountability throughout the construction process.

Quality of Performance

NEI has made its quality reputation by delivering superior projects, consistently closing out every project on time and with zero PAR comments. Our streamlined processes help prevent errors and concerns, **ensuring efficiency and accuracy** at every stage. This is achieved through thorough organization, in-depth reviews after every cutoff, and maintaining the most up-to-date accounting on time and budget. We ensure that all priority documents are accounted for, and that clear and concise communication remains a top priority. NEI consistently closes the loop on project communications to ensure nothing is overlooked.

As part of our commitment to quality, NEI will team with **Consor**, to provide additional support for the project. Together, we will oversee, coordinate and **meet the required standards**, and submit reports detailing both passing and failing test results. Additionally, NEI has the capability to use nuclear gauges for density testing, allowing for precise and efficient compaction verification. This rigorous quality assurance process guarantees that the project is executed to the highest industry standards and completed with excellence.



BRAD BAUKNECHT, P.E. Vice President of NEI

Bradley Bauknecht has twenty-six years of experience performing civil engineering in Florida, with a strong background in federally funded transportation projects. His construction and design experience allow him to be very effective in making decisions quickly and efficiently. Mr. Bauknecht's years of experience in reviewing construction drawings and specifications give him the ability to look ahead on construction projects to see what possible issues might arise during various stages of construction. His experience includes managing both traditional Design-Bid-Build and Design-Build deliveries. His strong communication skills and relationships with contractors, Cities, Counties, Florida Department of Transportation, and other State agencies makes a vast difference on production of plans into the workforce and construction management.

EDUCATION
B.S. Civil Engineering, Florida State University, 1998

YEARS OF EXPERIENCE
26 Years Total

YEARS WITH FIRM
8 Years

PROFESSIONAL LICENSES
Florida Professional Engineer #75388

AREAS OF EXPERTISE
- Construction Inspection
- Quality Assurance
- Project Management and Engineering
- Construction Management and Administration
- Planning and Coordinating Field Operations
- Contract Documents
- Field Engineering

CONTACT INFORMATION

Newkirk Engineering, Inc.
1230 North US Highway 1, Suite 3
Ormond Beach, FL 32174

bradb@newkirk-engineering.com

Office: (386) 872-7794
Cell: (386) 290-6844

RELEVENT PROJECT EXPERIENCE

Group 224: US 92 (SR 600) from the Halifax River Bridge to SR A1A
The improvements under this Contract consist of corridor improvements including milling, resurfacing, overbuild, widening, drainage structures, signing, pavement markings, mast arms, lighting, ITS, and utility improvements. Mr. Bauknecht serves as the Project Administrator on this contract. His duties include planning and organizing the work of all staff members; developing & reviewing policies, methods, practices, and procedures; and reviewing all programs for conformance with Department standards.; provides overall on-site administrative and technical management and ensuring that the project is completed on time and below budget.

Group 197: I-95/SR 9 from S. of Dunn Avenue to Airport Road & SR-44 from SR-415 to East of I-4
I-95/SR9 consisted of resurfacing 5.75 miles of I-95 from Dunn Avenue to Airport Road in Volusia County. This project is a pilot project for Automated Machine Guidance (AMG) paving and construction operations. This is the second pilot project in the State that is implementing AMG construction technology. Key project components include AMG Construction, Deep Mainline Milling and Resurfacing, Ramp Widening and Reconstruction, High Friction Surface Treatment, and management of evacuations and emergency road closures. SR-44 consisted of resurfacing 9.75 miles of SR-44 from SR-415 to East of I-4 in Volusia County. Key project components include Mainline Milling and Resurfacing, Median and Shoulder Work, Pedestrian traffic control plans and management of evacuations and Safe Signal Changeout. Mr. Bauknecht is currently serving as the Senior Project Engineer on these projects. His duties include planning and organizing the work of all staff members; developing review policies, methods, practices, and procedures; and reviewing all programs for conformance with Department standards.; provides overall on-site administrative and technical management and ensuring that the project is completed on time and below budget.

Emergency Contract US 1 Volusia and Flagler Counties (Hurricane Matthew)
SR A1A in Flagler County sustained major damage due to Hurricane Matthew. Major roadway damage occurred between 22nd Street and 9th Street on US 1. The project consisted of reconstruction of the roadway and reopening it within 15 days of the contract signing. Mr. Bauknecht served as the Project Manager for FDOT and was responsible for the overall contract management administration and coordination of CEI services on this contract. His tasks included highly complex and specialized construction engineering administration and inspection that occur throughout the full duration of the project.



EDUCATION
Master's in Civil Engineering, University of South Florida

YEARS OF EXPERIENCE
11 Years Total

YEARS WITH FIRM
3 Years

PROFESSIONAL LICENSES
Florida Professional Engineer #83322

AREAS OF EXPERTISE
•Contract Management, administration, and production
•Project Management and Engineering
•Planning and Coordinating Field Operations
•Permit Process

CONTACT INFORMATION
Newkirk Engineering, Inc.
1230 North US Highway 1, Suite 3
Ormond Beach, FL 32174

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Office: (386) 872-7794
Cell: (813) 727-1317

Thomas Delli Bovi, P.E.

Mr. Delli Bovi is a professional engineer with over 11 years of experience in FDOT Construction and Maintenance coast-to-coast. He began his career as a PE Trainee with The Department where he developed an understanding of their practices and policies. Upon earning his PE License, he was promoted to Operations Program Engineer where he worked with Asset Maintenance contracts, routine & special maintenance projects, and permitting. Soon afterward, he became an Operations Construction Engineer where he managed their construction work program alongside his team.

Mr. Delli Bovi firmly believes in symbiotic relationships and building those relationships with FDOT staff, contractors, other consultants, and even the public. Through these relationships, and understanding the roles we play in them, there are no issues that can't be solved. Also, he believes it is necessary to remain proactive to minimize cost and delay issues from arising.

RELEVENT PROJECT EXPERIENCE

Harmon Road Extension
The project consists of constructing the remaining gap in Harmon Road between Ocoee Apopka Road to Marden Road, including stormwater system construction, fire station site preparation, and signalization of the intersection at Harmon and Ocoee Apopka Road, utilities, and lighting. Mr. Delli Bovi served as the Project Administrator for this contract. He proactively worked with Southland Construction, Inc. to ensure a safe and successful project. He was responsible for the daily oversite of the project and coordination with adjacent projects. Providing solutions and assisting the Contractor were key efforts for the project success.

Resurface Suncoast in Hernando County MP 44.5 to 55.2
This project consists of milling and resurfacing of the friction course, replacement of pavement markings, and other incidental construction along the Suncoast Parkway (SR 589) from MP 44.50 to MP 55.20. Mr. Delli Bovi served as the Project Administrator for this contract. He proactively worked with Ajax and Florida's Turnpike Enterprise to ensure a safe and successful project. He was responsible for the daily oversite of the project and coordination with adjacent projects. Providing solutions and assisting the Contractor were key efforts for the project success. The unique feature for this job requires the milled surface to be open to traffic a minimum of one day to a maximum of three days.

Tampa Construction
Mr. Delli Bovi served as Tampa Operations Program Engineer till June 2018 where he was promoted to Resident Construction Engineer. His duties during this time included overseeing the construction work program for Tampa Operations, developing staff to perform at higher levels, handling escalated construction issues and providing insight into policy development and changes. He trained and developed a staff of 16 people while also overseeing 20 plus construction projects a year that totaled more than $100 million. He strived for "complete" construction projects where there were no issues remaining after final acceptance whether the work was originally included in the contract or not. This helped alleviate future issues that needed maintenance support or a separate fast-response contract.



Tyler Malmborg, P.E. (NEI) [Florida PE #75630]

Project Role: Quality Assurance
Location: 125 E. Indiana Avenue, Suite A, Deland, Florida, 32724
Years Experience: 13 Years at Firm: 7
Email: Tylerm@newkirk-engineering.com Phone #: (386) 748-6502

Mr. Malmborg has thirteen years of experience performing civil engineering in Florida. He has designed and managed transportation improvement projects throughout the state of Florida, including serving as the Engineer of Record for various FDOT and municipal roadway design projects. He gained valuable understanding of construction practices and common challenges while working as a Construction Project Administrator and Construction Project Manager for FDOT District 5. Tyler Malmborg, P.E., is aware of the procedures and documentation needed for a final estimates package, will ensure that the Quality Control and Quality Assurance Plan is properly implemented, and that prompt corrective actions are taken when necessary.

Education: Bachelor's in Civil Engineering - University of Florida

Training/Certifications: Asphalt Paving - 1 & 2, Earthwork Construction Inspection - 1 & 2, Final Estimates – 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Bridge Construction, Critical Structures, Construction Issues, Technology Resource Awareness, Public Records, Post-Tension, Grouting Training, Quality Control Manager, FL Stormwater Erosion & Sediment Control Inspector, Nuclear Gauge Safety & HazMat.



Jordan Gibson (NEI)

Project Role: Project Administrator
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 10 Years at Firm: 6
Email: jordang@newkirk-engineering.com Phone #: (386) 562-4752

Jordan Gibson is an experienced Senior Inspector who has worked on projects throughout Brevard, Volusia, and Seminole Counties. His responsibilities include all aspects of day-to-day Construction Engineering Inspection (CEI) of roadway, like ensuring quality control and contractor compliance with contract plans and specifications, performing daily verification and reporting on quantities of work installed; and anticipating potential conflicts with as-built drawings and design plans to minimize delays to work schedule.

Education: High School Diploma from Silverado High School

Training/Certifications: Concrete Field Tech 1, FDOT Concrete Field Inspector 1, ACI Concrete Field-Testing Grade 1, Asphalt Paving – 1 & 2, Earthwork Construction Inspection - 1 & 2, Final Estimates – 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Structures Construction Issues Training, Technology Resource Awareness, Public Records Training, Florida Stormwater, Erosion & Sedimentation Control Inspector, Pile Driving Inspection, Drilled Shaft Inspection, Radiation Safety Officer, Nuclear Gauge Safety & HazMat, Earthworks Records System Training D5, and Equal Opportunity Compliance.

Project Experience:

- Resurfacing - SR A1A from Milsap Rd. to Just N of SR 40 (Granada Blvd.) | Volusia County
- Bridge Fender Repairs - SR-40 over Halifax River | Volusia County
- Construction Improvements - I-95/SR 9 from S. of Dunn Ave. to Airport Rd. | Volusia County
- Resurfacing - I-4 Westbound from West Lake Mary to Volusia County Lines | Volusia County



Andrew Carden (NEI)

Project Role: Senior Roadway Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 9 Years at Firm: 5
Email: andrewc@newkirk-engineering.com Phone #: (386) 320-2408

Andrew Carden has worked on projects ranging from residential subdivisions to large city improvement developments, including permit coordination, contacting, and scheduling. He has been responsible for reviewing roadway plans, inspecting paving operations, verifying, and reviewing the QC roadway reports, traffic shift inspections, SWPPP inspections, MOT verifications, structural concrete verification, bridge deck installation inspection, earthwork verification, drainage system verification, and inspecting utility and I.T.S. installations.

Education: High School Diploma from Deland High School

Training/Certifications: Final Estimates 1, Asphalt Paving – 1 & 2, Earthwork Construction, Inspection – 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Critical Structures Construction Issues, Technology Resource Awareness, Florida Stormwater, Erosion & Sedimentation Control Inspector, Nuclear Gauge Safety & HazMat, Pile Driving Inspection, Drilled Shaft Inspector, FDOT Concrete Field Inspector – 1, and ACI Concrete Field-Testing Grade 1.

Project Experience:

- Widening - SR 429 from West Road to SR 414 | Orange County
- Construction Improvements - I-95/SR-9 from S. of Dunn Avenue to Airport Road | Volusia County
- Maintenance Continuing Services Contract | Leesburg and Brevard County
- LAP Landscaping - SR-40 (Granada Boulevard) Median | Volusia County



Mike Arnold (NEI)

Project Role: Senior Roadway Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 9 Years at Firm: 3
Email: marnold@newkirk-engineering.com Phone #: (937) 931-1529

Mike Arnold came from P&S Paving working on the paving crew as a level 2 QC tech. His responsibilities include all aspects of day-to-day Construction Documenting on state paving reports and cross slope sheets. Documenting on company QC daily reports. Documenting pictures and drawings with summaries. Preforming rolling straightedge process and documenting on the straightedge report. Communicating with VT's on-site and in the lab also with the paving foreman and lead man.

Education: High School Diploma from Deltona High School
Training/Certifications: Asphalt Paving – 1 & 2, Earthwork Construction Inspection - 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Structures Construction Issues Training, Technology Resource Awareness, Public Records Training, Florida Stormwater, Erosion & Sedimentation Control Inspector, Nuclear Gauge Safety & HazMat, Earthworks Records System Training D5, and Equal Opportunity Compliance.

Project Experience:

- Rehabilitation of existing pavement - SR 40 from Marion County Line to Volusia County Line | Lake County
- Resurfacing - SR 500/US 192 from Osceola C/L to Brandywine Rd/Columbia LN | Brevard County
- Construction Improvements - I-95/SR 9 from S. of Dunn Ave. to Airport Rd. | Volusia County
- Resurfacing - SR 5/US 1/Route 1 from Woodland Ave to Flagler County | Volusia & Flagler County



Ian Bonk (NEI)

Project Role: Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 5 Years at Firm: 4
Email: ibonk@newkirk-engineering.com Phone #: (860) 309-6318

Ian Bonk works well with complex information, deciphering plans and using real world methodologies in inspection procedures. He has been responsible for project coordination, site inspections, and verification of quantities.

Education: Bachelor's in Science in Environmental Studies from Stetson University

Training/Certifications: Asphalt Paving - 1 & 2, Advanced Maintenance of Traffic, MSE Wall Inspector, Auger Cast Pile, Critical Bridge Construction, Auger Cast Pile, Critical Structures Construction Issues, Final Estimates 1, Earthwork Construction Inspector 1 & 2, Cyber Security Awareness, Nuclear Gauge Safety & HazMat, and Florida Stormwater, Erosion & Sedimentation Control Inspector.

Project Experience:

- Maintenance Continuing Services Contract | Seminole County
- Construction Improvements - I-95/SR-9 from S. of Dunn Avenue to Airport Road | Volusia County
- Resurfacing SR-44 from SR-415 to East of I-4 | Volusia County
- SR 44 South of Lakeshore Blvd to North of Lakeshore Blvd. | Lake County



Jeffrey Rodriguez (NEI)

Project Role: Senior Roadway Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 20 Years at Firm: 2
Email: jrodriguez@newkirk-engineering.com Phone #: (386) 523-4276

Mr. Rodriquez' with an overall 20 years on the contractor's side, building roadways up north on I-95 and I-93 to down south on I-4 and SR414 provides a wealth of construction experience and knowledge to NEI's team. This knowledge that Mr. Rodriquez' has will help our team understand and bridge the gap to have a successful job.

Education: Associate's in Business Management from Massassoit Community College

Training/Certifications: Advanced Maintenance of Traffic, Cyber Security Awareness, Auger Cast Pile, and Critical Structures Construction Issues.

Project Experience:

- Harmon Road Extension | Orange County
- Senior Excavator Operator/Foreman for P&S Paving | Volusia County
- MSE General Foreman for SGL | Orange County
- Senior Equipment Operator for Middlesex Corp. | Orange County



Justin Teall (NEI)

Project Role: Inspector
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 3 Years at Firm: 2
Email: jteall@newkirk-engineering.com Phone #: (315) 868-8149

Justin Teall is knowledgeable in FDOT specifications, procedures, and plans. He is also familiar with Microsoft office, PrC, Materials Acceptance and Certification (MAC), and One Stop Permitting (OSP). Mr. Teall before joining NEI worked in the labor field with a broad base of abilities ranging from mechanical inspection to customer service/retail skills.

Education: Associate's in Radio/Television Broadcasting from Herkimer County Community College

Training/Certifications: Advanced Maintenance of Traffic, Asphalt Paving 1, Auger Cast Pile, MSE Wall, Critical Structures Construction Issues, and ASME Certified Steel

Project Experience:

- Maintenance - Continuing Services Contract | Brevard County
- Construction Improvements - I-95/SR-9 from S. of Dunn Avenue to Airport Road | Volusia County
- Seam Welder for Feldmeirer Equipment Inc. | New York



Tino Van Horen (NEI)

Project Role: Assistant Contract Support Specialist
Location: 1230 North US Highway 1, Suite 3, Ormond Beach, FL 32174
Years Experience: 6 Years at Firm: 6
Email: tvanhoren@newkirk-engineering.com Phone #: (407) 248-5427

Tino Van Horen is an Associate Contract Support Specialist (ACSS) for Newkirk Engineering, Inc. Mr. Van Horen has a background in scheduling and tracking and currently supports the CSS's in preparing and processing pay quantities for estimates. He is proficient at maintaining asphalt tracking and follow-up, and assists the wider team with project documentation follow-up and preparation. Tino is currently managing a team of permit inspectors for FDOT Brevard County Maintenance, ensuring safety and FDOT standards are met throughout its State Roads, and permit work is properly processed.

Education: High School Degree at Catholic Atheneum, City of Boom, Province of Antwerp, Belgium

Training/Certifications: Earthwork Construction Inspection - 1, Final Estimates - 1&2, Pile Driving Inspection, FL Stormwater Erosion and Sedimentation Control Inspector, Advanced Maintenance of Traffic

Project Experience:

- Resurfacing SR-44 from SR-415 to East of I-4 | Volusia County
- SR40 Milling and Resurfacing from SR 5 (MP 30.222) to SR A1A (MP 1.481)
- US 92 (SR 600) from the Halifax River Bridge to SR A1A



CHRISTOPHER CROUCH | *Senior Inspector*

Chris brings 25 years of construction-related experience, including expertise in utility installations, inspections, and asphalt paving operations management. His extensive background contributes to the high quality of our asphalt and utility inspection services. Chris is known for his attention to detail, leadership in overseeing complex construction projects, and commitment to ensuring compliance with safety and quality standards across all aspects of his work. His thorough understanding of both utility and paving operations allows him to effectively manage and inspect multifaceted projects, ensuring optimal results and project success.

EXPERIENCE

25 years

EDUCATION

New Smyrna Beach High School, New Smyrna, FL

REGISTRATION

TIN: C62011271

CERTIFICATIONS

CTQP Asphalt Paving I & II
CTQP Earthwork Inspector I
CTQP Final Estimates I
Troxler Nuclear Gauge Safety
Advanced MOT
FDEP Stormwater Management Inspector

KEY PROJECT EXPERIENCE

5/23 – PRESENT, MARINELAND ACRES DRAINAGE AND ROADWAY IMPROVEMENTS; ***Flagler County (Palm Coast), FL; Senior Inspector.*** The $11M project involves multiple two-lane residential roadways and related improvements, covering a total of approximately 3.7 miles in the Marineland Acres community and unincorporated Flagler County. This area currently has several dirt roads that will be upgraded with a uniform structural travel lane section and cross-section, cul-de-sacs, and others that will be resurfaced with hot mix asphaltic concrete. The site is located between SR A1A and the Atlantic Ocean coastline. Work includes right-of-way drainage improvements, such as roadside grassed swales, a pipe culvert stormwater collection system, and/or curb and gutter to convey stormwater runoff to the planned treatment area. Utility relocation and installation, including conflict resolution and coordination, are part of the roadway and drainage improvements. In addition to roadway improvements, the project also includes signing and pavement markings as needed. Responsibilities include, but are not limited to, VT reviews, maintenance of the earthwork density logbook, and testing and acceptance of underground utilities and drainage systems, as well as overseeing paving and signing activities.
Reference: Weldon Spurling, PE, 386.313.4050.

7/19 – 2/22, WEKIVA 7B FM 240200-3-52-01; ***FDOT — District Five; Inspector.***
The $17.8M contract involved improvements to construct SR 429/SR 46 (Wekiva Parkway Section 7B) from east of Orange Boulevard to SR 400 (I-4), covering 1.302 miles in Seminole County. The project included the widening of SR 46, utility relocation and improvements, and the installation of a new drainage system. Responsibilities included monitoring and reporting contractor activities, as well as material sampling and testing to ensure compliance with project plans and specifications. Reference: Jeff Oakes, 407.278.2735.

4/18 – 7/19, WEKIVA 7A FM 240200-2-52-01; ***FDOT — District Five; Inspector.*** The $108M contract involved the construction of SR 429/SR 46 (Wekiva Parkway Section 7A) from east of Longwood Markham Road to Orange Boulevard, spanning 3.041 miles in Seminole County. The project included the construction of a four-lane divided limited-access toll facility on an elevated embankment with MSE walls, as well as two one-lane, one-way non-tolled frontage roads at grade, running parallel to the Parkway. The frontage roads featured four at-grade roundabouts, while the Wekiva Parkway bridges were constructed overhead. Toward the end of the project, the two frontage road alignments converged into a six-lane divided roadway, while the Wekiva Parkway alignment curved southeast. Major work items included the construction of new roadways with four roundabouts, twelve new bridges, MSE walls, slip ramps, drainage improvements, curb and gutter, sidewalks, guardrails, traffic signals, and signage installation (including overhead and cantilever trusses). The project also involved final surface-painted pavement markings, bike lanes, lighting, Intelligent Transportation Systems, miscellaneous structures, retaining walls, two toll sites with gantries and buildings, and two "Utility Work by Highway Contractor" projects. Responsibilities included monitoring and reporting contractor activities, material sampling, and testing to ensure compliance with project plans and specifications. Reference: Jeff Oakes, 407.278.2735.



WILLIAM CRAIG DUNCAN | *CEI Inspector*

Craig serves as an inspector for Consor with more than 14 years of experience in construction-related inspection for roadway and airport projects. His expertise includes earthwork inspection and a broad range of roadway construction inspection activities.

EXPERIENCE

14 years

EDUCATION

BS, Liberal Studies, University of Central Florida

REGISTRATION

TIN: D52592367

CERTIFICATIONS

CTQP Asphalt Paving I
CTQP Concrete Field Tech I
CTQP Earthwork I & II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection
CTQP Final Estimate I
Troxler Nuclear Gauge Safety
Hazmat

KEY PROJECT EXPERIENCE

4/24 – PRESENT, FLAGER CENTRAL COMMERCE PARKWAY CONNECTOR PROJECT, BID NO. ITB23-034B/FPN 450921-1-54-01; ***Flagler County, FL; Inspector.*** Consor provides CEI services for the construction of the new Commerce Parkway Connector roadway and new water and sewer utilities in the City of Bunnell, Florida. The project limits are between SR-5 (US-1) and SR-100, and the project length is ±1.7 miles. The project will include the construction of a two-lane, 1.7-mile roadway with 11-ft. lanes, 8-ft. (5-ft. paved) shoulders, a 5-ft. sidewalk, wildlife fencing and crossings, and a dedicated stormwater management system. In addition, the County is constructing both left and right-turn lanes on US 1 and an existing portion of Commerce Parkway just south of SR 100 will be milled and resurfaced. The stormwater management system will include the construction of five new wet detention ponds within existing right-of-way or easements, open roadside drainage swales, ditch bottom inlets, manholes, piping, and mitered end sections. There will also be the construction of box culverts with end treatments, and cross-drain culvert with three runs of 48-in pipe and end treatments. The wildlife crossings will be constructed adjacent to the proposed culverts. The new water and sewer utilities will be constructed along the length of the new roadway alignment with utility adjustments and connections in areas designated in the project plans. This effort includes but is not limited to; the construction of new potable water watermain, sanitary sewer force main, air release valves, steel carrier casing, fire hydrants, valves, fittings, restrained joints, and blow off valve assemblies. The County is also authorizing two additive bid options that include the construction of a driveway traffic-separating island structure near the intersection with SR 100 and the replacement and relocation of a custom City of Bunnell sign near the intersection with US-1. Reference: Richard Zion, PE, PG, 386.313.4051.

1/21 – 3/24, MARINELAND ACRES DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT; ***Flagler County (Palm Coast), FL; Inspector.*** Consor provided CEI services for the Marineland Acres Improvements Project, an $11M initiative encompassing multiple two-lane residential roadway and related improvements across approximately 3.7 miles in the Marineland Acres community and unincorporated Flagler County. The area, previously consisting of multiple dirt roads, was upgraded with a uniform structural travel lane section and cross-section, cul-de-sacs, and resurfaced sections using hot mix asphaltic concrete. Located between SR A1A and the Atlantic Ocean coastline, the project included right-of-way drainage improvements such as roadside grassed swales, a pipe culvert stormwater collection system, and/or curb and gutter installations to direct stormwater runoff to planned treatment areas. The work also involved utility relocation and installation, with conflict resolution and coordination integrated into the roadway and drainage improvements. Reference: Weldon Spurling, PE, 386.313.4050.



CHRIS WESTBROOK | *Senior Inspector*

Chris is as senior construction inspector with more than 25 years of construction-related experience in asphalt paving, earthwork construction, an concrete materials testing. He is experienced in providing quality control and verification functions and has valuable hands-on knowledge of asphalt plant laboratory materials testing. Chris has a wide range of experience working in FDOT District Five and local municipalities in the Central Florida region, making him a valuable asset as a senior inspector for this project.

EXPERIENCE

26 years

EDUCATION

Flagler Palm Coast High School, Palm Coast, FL

REGISTRATION

TIN: W23111372

CERTIFICATIONS

- ACI Concrete Field-Testing Tech I
- Advanced Maintenance of Traffic
- CTQP Asphalt Paving Tech I & II
- CTQP Concrete Field Tech I (pending)
- CTQP Earthwork I & II
- CTQP Final Estimates I
- FDEP Stormwater, Erosion and Sedimentation Control Inspector
- FDOT Critical Structures
- Troxler Nuclear Gauge Safety

KEY PROJECT EXPERIENCE

6/23 - PRESENT, FLAGER CENTRAL COMMERCE PARKWAY CONNECTOR PROJECT, BID NO. ITB23-034B/FPN 450921-1-54-01; ***Flagler County, FL; Senior Inspector.*** Consor provides CEI services for the construction of the new Commerce Parkway Connector roadway and new water and sewer utilities in the City of Bunnell, Florida. The project limits are between SR 5(US 1) and SR 100, and the total project length is ±1.7 miles. The project will include the construction of a two-lane, 1.7-mile roadway with 11-ft. lanes, 8-ft. (5-ft. paved) shoulders, a 5-ft. sidewalk, wildlife fencing, wildlife crossings, and a dedicated stormwater management system. In addition, the County is constructing both left- and right-turns lanes on US 1 and an existing portion of Commerce Parkway just south of SR 100 will be milled and resurfaced. The stormwater management system will include the construction of five new wet detention ponds within existing right-of-way or easements, open roadside drainage swales, ditch bottom inlets, manholes, piping, and mitered end sections. There will also be the construction of box culverts with end treatments, and cross drain culvert with three runs of 48-in. pipe and end treatments. The wildlife crossings will be constructed adjacent to the proposed culverts. The new water and sewer utilities will be constructed along the length of the new roadway alignment with utility adjustments and connections in areas designated in the project plans. This item of work includes but is not limited to the construction of new potable water watermain, sanitary sewer force main, air release valves, steel carrier casing, fire hydrants, valves, fittings, restrained joints, blow off valve assemblies and any/all remaining appurtenances in accordance with the contract documents and project plans. The County is also authorizing two additive bid options that include the construction of a driveway traffic separating island structure near the intersection with SR 100 and the replacement and relocation of a custom City of Bunnell Sign near the intersection with US 1. Reference: Richard Zion, PE, PG, 386.313.4051.

7/19 - 8/22, WEKIVA PARKWAY SECTION 7B IN SEMINOLE COUNTY, CONTRACT T5642, FM 240200-3-52-01, 240200-3-56-01; ***FDOT – District Five; Senior Inspector.*** This $18M contract included construction improvements to SR 46 (Wekiva Parkway Section 7B) from East of Orange Boulevard to SR 400 (I-4), approximately 1.3 miles in Seminole County, widening of SR 46, utility relocation and improvements, new stormwater drainage system, ponds, traffic signals, and a Seminole County "utility work by other." Chris's responsibilities included monitoring and reporting contractor activities to ensure compliance with plans and specifications regarding subsoil excavation, concrete sampling and testing, earthwork, drainage, lighting, ITS, Seminole County utilities, and all other aspects of roadway construction inspections. Reference: Jeff Oakes, 407.278.2735, jeff.oakes@dot.state.fl.us.

11/19 – 11/22, WEKIVA PARKWAY SECTION 7A - CONTRACT T5626. FM 240200-2-52-01, 240200-2-56-02 & 240200-2-56-04; ***FDOT – District Five; Senior Inspector.*** This $110M contract included construction improvements to SR 429/SR 46 (Wekiva Parkway Section 7A) from east of Longwood Markham Road to Orange Boulevard, approximately 3.041 miles in Seminole County. The project scope includes new roadway construction for a four-lane divided limited access toll facility located on an elevated embankment with MSE walls, and two one-lane, one-way non-tolled frontage roads at-grade, parallel to the Parkway. The frontage roads include four roundabouts at-grade. The major items of work include intensive franchise utility relocations, new roadway construction with four roundabouts, 12 new

10. Project Team

RFP 09-25-ENG (447711-1-54-01)

Professional Services for CEI Oversight of the Washington Street Roadway Improvements

Senior Project Engineer/Project Administrator TEAM LEAD



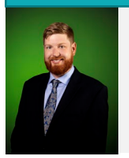
Brad Bauknecht, PE (NEI)
Years Experience: 26 | Years at Firm: 8
Email: bradb@newkirk-engineering.com
Phone #: (386) 290-6844

Senior Project Engineer/Project Administrator



Thomas Delli Bovi, PE (NEI)
Years Experience: 11 | Years at Firm: 3
Email: tdellibovi@newkirk-engineering.com
Phone #: (813) 727-1317

Quality Control



Tyler Malmborg, PE (NEI)
Years Experience: 13 | Years at Firm: 7
Email: tylerm@newkirk-engineering.com
Phone #: (386) 748-6502

Project Administrator

Jordan Gibson (NEI)
Years Experience: 10 | Years at Firm: 6
Email: jordang@newkirk-engineering.com
Phone #: (386) 562-4752

Senior Roadway Inspectors

Andrew Carden (NEI)
Years Experience: 9 | Years at Firm: 5
Email: andrewc@newkirk-engineering.com
Phone #: (386) 320-2408

Mike Arnold (NEI)
Years Experience: 9 | Years at Firm: 3
Email: marnold@newkirk-engineering.com
Phone #: (937) 931-1529

Jeffrey Rodriguez (NEI)
Years Experience: 20 | Years at Firm: 2
Email: jrodriguez@newkirk-engineering.com
Phone #: (386) 523-4276

Support Inspection Staff

Ian Bonk (NEI)
Years Experience: 5 | Years at Firm: 4
Email: ibonk@newkirk-engineering.com
Phone #: (860) 309-6318

Justin Teall (NEI)
Years Experience: 3 | Years at Firm: 2
Email: jteall@newkirk-engineering.com
Phone #: (315) 868-8149

Chris Crouch (Consor)
Senior Inspector
Years Experience: 25

Chris Westbrook (Consor)
Senior Inspector
Years Experience: 26

William Duncan (Consor)
CEI Inspector
Years of Experience: 14

Assistant Contract Support Specialist

Tino Van Horen (NEI)
Years Experience: 6 | Years at Firm: 6
Email: tvanhoren@newkirk-engineering.com
Phone #: (407) 248-5427

7 Years working together

Sub-Consultant:

consor

NEWKIRK ENGINEERING, INC.

HARRY NEWKIRK, PE



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

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NEWKIRK, HARRY HAMILTON
1230 N. US HIGHWAY 1, SUITE 3
ORMOND BEACH FL 32174

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EXPIRATION DATE: FEBRUARY 28, 2027
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BRAD BAUKNECHT, PE



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

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BAUKNECHT, BRADLEY DONALD
747 HOPE STREET
ORMOND BEACH FL 32174

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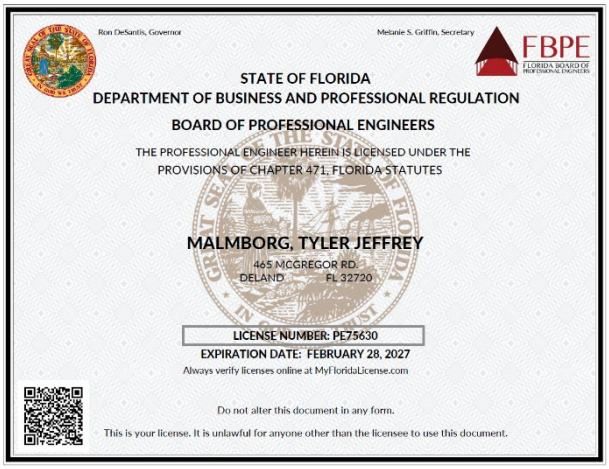
TYLER MALMBORG, PE



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MALMBORG, TYLER JEFFREY
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DELAND FL 32720

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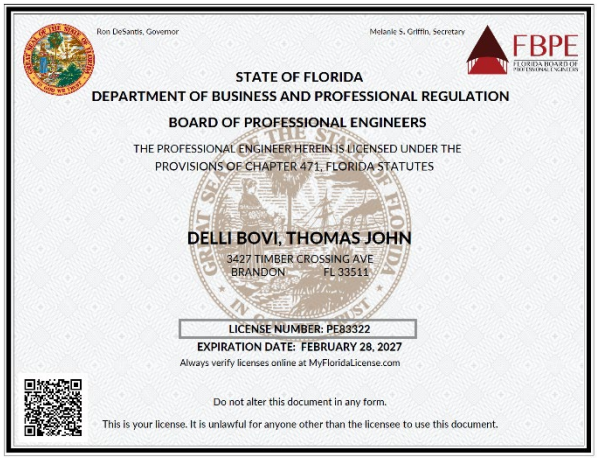
THOMAS DELLI BOVI, PE



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DELLI BOVI, THOMAS JOHN
3427 TIMBER CROSSING AVE
BRANDON FL 33511

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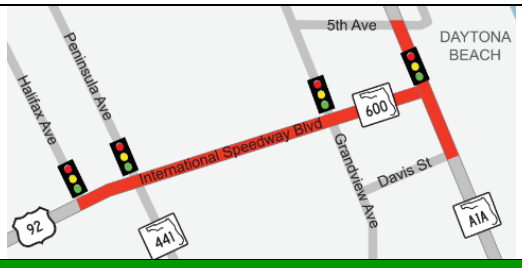
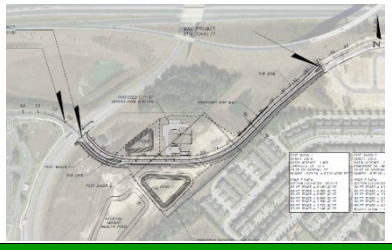
Project Name	Owner and Contact	
US 92 (SR 600) from the Halifax River Bridge to SR A1A **Project Cost and Time** $12.2 Mil February 2023-Present	FDOT D5 Rick Coe (386) 740-3490 frederick.coe@dot.state.fl.us 1650 N Kepler Road DeLand, FL 32724	
Project Description		**NEI Tasks**
The improvements under this Contract consist of corridor improvements including milling, resurfacing, overbuild, widening, drainage structures, signing, pavement markings, mast arms, lighting, ITS, and utility improvements.		Newkirk is providing a complete CEI team on this contract. Duties on this contract include overall on-site administrative and technical management. Tracking of quantities to process monthly progress estimates, shop drawing and submittal tracking, supplemental agreement/work order preparation, field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests.

Project Name	Owner and Contact	
Harmon Road Extension **Project Cost and Time** $3 Mil July 2022-Present	City of Apopka Pamela Richmond (407) 595-6210 prichmond@apopka.net 120 East Main Street Apopka, FL 32703	
Project Description		**NEI Tasks**
A 0.36-mile roadway extension and intersection design project in the City of Apopka. The project consists of a closed drainage system with two dry retention ponds, 12-foot multi-use trail, sanitary force main, water main, and reclaimed water main extension for future proposed developments in accordance with FDEP and City of Apopka Utility Standards. Major stakeholders include Advent Health and CFX, who were both closely coordinated with throughout the project.		Newkirk Engineering is providing inspection staff to oversee construction activities.

Project Name	Owner and Contact	
SR-40 Median Landscape – LAP **Project Cost and Time** $452,451 2020-2021	City of Ormond Beach Cara Culliver (386) 676-3288 cara.culliver@ormondbeach.org 22 S Beach Street Ormond Beach, FL 32174	
Project Description		**NEI Tasks**

This Landscape project involves installing ornamental palms, trees, shrubs, ground covers, removing plant materials as noted in the plans, site preparations, site restoration and retrofitting the existing irrigation system (medians 1-17 only) to be placed on central timers including, directional drill mainline and conduit under roadway and providing proper maintenance of traffic (MOT) per the FDOT accepted plans.	Newkirk Engineering provided inspection staff to oversee construction activities including quality assurance, tracking of quantities, MOT, concrete curb, and LAP checklist compliance.

Project Name	**Owner and Contact**	
SR-436, SR-441, East 6th Street, McGee Avenue **Project Cost and Time** $3.5 Mil 2019-2020	City of Apopka Pamela Richmond (407) 595-6210 prichmond@apopka.net 120 East Main Street Apopka, FL 32703	
Project Description		**NEI Tasks**
This project included the City of Apopka City Center Road, signal, lighting, and landscape improvements. This is a conventional bid build project, consisting of 1.2 miles of roadway construction, a roundabout, drill shaft, cast-in-place (CIP) retaining walls, gravity walls, underground stormwater conveyance, utilities, replaced expansion joints, repair spalls at bridge expansion joints and landscaping.		Newkirk Engineering provided inspection staff to oversee construction activities.

Project Name	**Owner and Contact**	
FIN: 240200-2: Wekiva Parkway Section 7A and 7B **Project Cost and Time** $152 Mil March 2018 – August 2022	FDOT D5 Jeff Oakes (407) 278-2735 Jeff.Oakes@dot.state.fl.us 1650 N Kepler Road DeLand, FL 32724	
Project Description		**NEI Tasks**
Wekiva Parkway Section 7A and 7B is a joint multi-agency, conventional bid build project consisting of approximately 3 miles of elevated parkway road and bridge construction, subsoil excavation, surcharge, utility installations, ITS, signalization improvements, non-tolled frontage roads, sound walls, twelve (12) bridges, four (4) roundabouts under proposed mainline bridges, cast-in-place (CIP) retaining walls, mechanically stabilized earth (MSE) walls, gravity walls, automated toll gantries, underground stormwater conveyance, and a prominent amount of underground and overhead utility relocations.		Mr. Bauknecht served as the Project Administrator and provided an ITS inspector to the project team. Duties included overseeing the quality assurance CTQP-certified field inspectors during all aspects of construction inspection. He was responsible for understanding all phases of the project and solving potential constructability conflicts before they occur. He monitored the status of the project schedule, assuring that all tasks were delivered safely in a timely manner.

Project Plan

The project plan for **the Washington Street Roadway Improvements** – CEI Services outlines the approach and responsibilities involved in providing Construction Engineering and Inspection (CEI) services for the construction phase of this public infrastructure initiative.

The project, located in the City of New Smyrna Beach, includes the replacement and enhancement of Washington Street through roadway reconstruction, streetscaping, intersection upgrades, and utility improvements. The awarded CEI firm will be responsible for inspecting the watermain installations, while electrical inspections will be carried out by the internal staff of the New Smyrna Beach Utility Commission (NSBU).

The primary objective of CEI services is to ensure the project is executed in reasonable conformity with the approved contract documents, plans, and technical specifications. Newkirk Engineering shall administer, monitor, and inspect the construction work to verify that it complies with all applicable regulations and standards, including those established by the Florida Department of Transportation (FDOT), the Manual on Uniform Traffic Control Devices (MUTCD), the American Traffic Safety Services Association (ATSSA), and other relevant manuals and guidelines. Services shall also be performed in accordance with environmental permits and agency-specific conditions.

Newkirk Engineering will provide daily and weekly construction inspection services, maintain accurate documentation of pay item quantities, verify contractor estimates, and conduct verification testing. Additional responsibilities include facilitating project progress meetings, analyzing project risks or issues, reviewing shop drawings, and maintaining a tracking system for submittals. Newkirk Engineering is expected to provide regular communication and coordination with the City, FDOT, the Engineer of Record, and utility providers to ensure effective project execution.

Monthly progress reports, including photographs and narrative updates, will be submitted to the City to maintain transparency and accountability. As the project concludes, the CEI firm will oversee closeout activities, including the review of contractor-developed "As-Built" plans, and the preparation of final certifications required by the City of New Smyrna Beach, the St. Johns River Water Management District (SJRWMD), the Department of Health (DOH), and FDOT.

Throughout the duration of the project, the CEI team will act as an extension of the City Engineer’s staff. In some instances, and at the written direction of the City, Newkirk Engineering may assume the role of the Construction Manager or Field Representative. The CEI will be responsible for observing the Contractor’s performance, identifying any deviations from contract requirements, and directing the Contractor to correct nonconforming work. All actions taken will align with the defined responsibilities and limitations established within the construction contract and related documentation.

Successful delivery of the CEI services will be measured by adherence to project timelines, conformance to quality standards, effective coordination with stakeholders, and the timely submission of all required documentation and certifications.

Workload Capacity

Our workload and capacity are designed to scale seamlessly as this project moves forward. By partnering with Consor, we can effectively multiply our firm's capabilities and ensure our growing support staff is fully equipped to handle any demands that arise. Below is a chart of our team's availability showcasing our consistent resource management strategy. Currently, our CEI team includes 20 employees—and we're expanding daily to maintain the ideal balance of expertise, efficiency, and responsiveness.

Key Points:

- Our partnership model multiplies operational capacity.
- Consor provides critical support staff for enhanced project coverage.
- CEI's team sits at 20 employees, with ongoing hiring to support future growth.
- We maintain transparent resource allocation, as shown in the chart linked above.

Workload and Availability

			FDOT				City			County				FDOT Maintanance				
Name	Company	Position	FN 447105-1-52-01 SR40 Milling and Resurfacing from SR 5 (MP 30.222) to SR A1A (MP 1.481)	FN 442884-1-52-01 SR A1A Resurfacing from International Speedway Boulevard to Milsap Road	FN 442874-1-52-01 SR A1A Resurfacing from North of SR 40 to Roberta Road	FN 446544-1-52-01 SR A1A and Williams Avenue Signal Reconstruction	FN 443991-1-58-01 Beach St. Complete Streets							CMTI Brevard				Availbilty for RFP 09-25-ENG (447711-1-54-01) Professional Services for CEI Oversight of the Washington Street Roadway Improvements
Bradley Bauknecht, PE	NEI	SPE/PA	10%	10%	10%	10%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%
Thomas Delli Bovi, PE	NEI	SPE/PA	20%	20%	20%	20%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Tyle Malmborg, PE	NEI	SPE/PA	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Jordan Gibson	NEI	PA	0%	0%	0%	0%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%
Crystal Illano	NEI	CSS	20%	20%	20%	20%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Katie Christian	NEI	CSS	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Tino Van Horen	NEI	ACSS	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Kelly Bauknecht	NEI	ACSS	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Annette Rodriquez	NEI	ACSS	20%	20%	20%	20%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Andrew Carden	NEI	Senior Inspector	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%
Jefferey Rodriguez	NEI	Senior Inspector	0%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%
Michael Arnold	NEI	Senior Inspector	0%	0%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	50%
Steven Ditommasso	NEI	Senior Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Jacob Robinson	NEI	Senior Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Wasim Khalid	NEI	Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Cody Workman	NEI	Inspector	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Donald Norfolk	NEI	Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
Justin Teal	NEI	Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
Nathanael Frazier	NEI	Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
Ian Bonk	NEI	Inspector	50%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Chris Crouch	Consor	Senior Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
William Duncan	Consor	Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Chris Westbrook	Consor	Senior Inspector	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Matt Godwin	Civil Site	Inspector	0%	0%	50%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

REFERENCES

Client #1 Volusia County
Address 123 West Indiana Ave. **City, State, ZIP** Deland, FL 32720
Contact Person Tim Karr, Engineering Assistant, Traffic Engineering
E-mail tkarr@volusia.org **Phone:** (386) 290-1466
Date(s) of Service 4/20/2023 - Current
Type of Service: Utilities (Water and Sewer), Signals, Street Lighting, Drainage, and Roadway.

Client #2 City of Daytona Beach
Address125 Basin Street, Ste. 101 **City, State, ZIP** Daytona Beach, FL 32114-5090
Contact Person Justin Barton, Engineer II
E-mail bartonjustin@codb.us **Phone:** 386-671-8807
Date(s) of Service 4/20/2023 - Current
Type of Service Utilities (Water and Sewer), Street Lighting, Drainage, and Roadway.

Client #3 City of Ormond Beach
Address: 22 S. Beach Street **City, State, ZIP** DeLand, FL 32720
Contact Person Alex Schumann, P.E., City Engineer
E-mail alex.schumann@ormondbeach.org **Phone:** (386) 676-3302
Date(s) of Service 2023
Type of Service Streetscape, Roadway, Lightning and Utilities

Client #4 FDOT District 5
Address 719 Woodland Boulevard **City, State, ZIP** DeLand, FL 32720
Contact Person Glenn Raney, Construction Project Manager
E-mail michael.raney@dot.state.fl.us **Phone:** 386-740-3524
Date(s) of Service 2021-2022
Type of Service Complete CEI services including but not limited to overall on-site administrative and technical management.

Client #4 City of Ormond Beach
Address 22 South Beach Street, Room 104 **City, State, ZIP** Ormond Beach, FL 32174
Contact Person Cara Culliver
E-mail Cara.culliver@ormondbeach.org **Phone:** 386-676-3288
Date(s) of Service 2020-2021
Type of Service Quality assurance, tracking of quantities, MOT, concrete curb, and LAP checklist compliance.

Newkirk Engineering, Inc.

Statement of Direct Labor, Fringe Benefits and General Overhead
with Independent Auditors' Report

December 31, 2023

Greene, Dycus & Co, PA
Certified Public Accountants
407-322-0561
www.gdccpa.net

Table of Contents

Independent Auditors' Report on Statement of Direct Labor, Fringe Benefits and General Overhead 3

Statement of Direct Labor, Fringe Benefits and General Overhead 6

Notes to Statement of Direct Labor, Fringe Benefits and General Overhead 10

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed In Accordance with Government Auditing Standards 15

Greene, Dycus & Co., P.A. Certified Public Accountants

205 North Elm Ave., Sanford, FL 32771

407-322-0561 / Fax: 407-322-0663 / www.GDCCPA.com

Member: American Institute of Certified Public Accountants

Member: Florida Institute of Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

Board of Directors
Newkirk Engineering, Inc.
Ormond Beach, Florida

Opinion

We have audited the accompanying Statement of Direct Labor, Fringe Benefits and General Overhead of Newkirk Engineering, Inc. (NEI) for the year ended December 31, 2023 and the related notes to the statement.

In our opinion, the Statement of Direct Labor, Fringe Benefits and General Overhead for the year ended December 31, 2023 presents fairly, in all material respects, the statement of direct labor, fringe benefits and general overhead of NEI for the year ended December 31, 2023 on the basis of accounting described in Note 2.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Statement of Direct Labor, Fringe Benefits and General Overhead section of our report. We are required to be independent of NEI and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 2 of the financial statements, which describes the basis of accounting. The schedule is prepared on the basis of accounting prescribed by subparts 9900 and part 31 of the Federal Acquisition Regulations ("FAR"), section 112.061 of the Florida Statutes. This is a basis of accounting other than accounting principles generally accepted in the United States of America, and it is used to comply with the requirements of the Florida Department of Transportation. As a result, the schedule may not be suitable for another purpose. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Statement of Direct Labor, Fringe Benefits and General Overhead

Management is responsible for the preparation and fair presentation of the Statement of Direct Labor, Fringe Benefits and General Overhead in accordance with accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR) Section 112.061 of the Florida Statutes, and other federal and state regulations, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Statement of Direct Labor, Fringe Benefits and General Overhead that are free from material misstatement, whether due to fraud or error.

Robert Kimelman, CPA
Thomas J. Frank, CPA
Vanessa R. Talley, CPA

In preparing the Statement of Direct Labor, Fringe Benefits and General Overhead, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NEI's ability to continue as a going concern for twelve months beyond the Statement of Direct Labor, Fringe Benefits and General Overhead date, including any currently known information that my raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Statement of Direct Labor, Fringe Benefits and General Overhead

Our objectives are to obtain reasonable assurance about whether the Statement of Direct Labor, Fringe Benefits and General Overhead as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the Statement of Direct Labor, Fringe Benefits and General Overhead.

In performing an audit in accordance with accounting principles generally accepted in the United States of America, *Government Auditing Standards* and accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR) Section 112.061 of the Florida Statutes, and other federal and state regulations, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the Statement of Direct Labor, Fringe Benefits and General Overhead, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the Statement of Direct Labor, Fringe Benefits and General Overhead.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NEI's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Statement of Direct Labor, Fringe Benefits and General Overhead.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about NEI's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 28, 2024, on our consideration of NEI's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, and contracts, including provisions of the applicable sections of Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes and Florida Department of Management Services Rule 60L-9. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NEI's internal control over financial reporting and compliance.

Restriction on use

This report is intended solely for the use and information of the Board of Directors of Newkirk Engineering, Inc., and the State of Florida Department of Transportation, and should not be used for any other purpose. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

Greene Dycus & Co.

Greene, Dycus & Co., P.A.
Certified Public Accountants
Sanford, Florida
June 28, 2024

Newkirk Engineering, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead - Company-Wide
For the Year Ended December 31, 2023

	Total Costs Per General Ledger	Notes	Unallowable Costs	Allowable Costs	% of Total Direct Labor Costs
Direct labor	$ 1,441,953		$ -	$ 1,441,953	100.00%
INDIRECT COSTS					
Fringe benefits					
Benefits: Bonuses	$ 125,103		$ -	$ 125,103	8.68%
Benefits: 401(k) - Employer's Contribution	145,742		-	145,742	10.11%
Benefits: 401(k) - PTO (vacation, sick, and holiday)	96,621		-	96,621	6.70%
Insurance: Life	26,551	6	(26,551)	-	0.00%
Insurance: Medical	236,607		-	236,607	16.41%
Insurance: Workers' Comp	4,372		-	4,372	0.30%
Payroll Taxes: FICA and Med	179,901		-	179,901	12.48%
Payroll Taxes: FUTA and SUTA	1,989		-	1,989	0.14%
Total fringe benefits	816,886		(26,551)	790,335	54.81%
General overhead					
Indirect labor	$ 604,810		$ -	$ 604,810	41.94%
Rental	108,344		-	108,344	7.51%
Maintenance and repair	81,203		-	81,203	5.63%
Income taxes	295,102	7	(295,102)	-	0.00%
Insurance	151,200		-	151,200	10.49%
Communication	14,497		-	14,497	1.01%
Printing	13,318		-	13,318	0.92%
Utilities	20,380		-	20,380	1.41%
Business taxes and licenses	8,076		-	8,076	0.56%
Depreciation and amortization	186,896		-	186,896	12.96%
Dues and subscriptions	18,335		-	18,335	1.27%
Advertising and promotion	21,130	5	(21,130)	-	0.00%
Staff training and recruiting	14,714		-	14,714	1.02%
Professional fees	20,108		-	20,108	1.39%
Donations	3,813	1, 3	(3,813)	-	0.00%
Meals and entertainment	45,621	2	(45,621)	-	0.00%
Transportation expense	139,558		-	139,558	9.68%
Uniforms	3,000		-	3,000	0.21%
Data processing	113,541		-	113,541	7.87%
Supplies	28,378		-	28,378	1.97%
Interest	62,908	4	(62,908)	-	0.00%
Miscellaneous	15,698		-	15,698	1.09%
Total general overhead	$ 1,970,630		$ (428,574)	$ 1,542,056	106.94%
Total Fringe Benefits and General Overhead	$ 2,787,516		$ (455,125)	$ 2,332,391	161.75%

The accompanying notes are an integral part of these financial statements.

Newkirk Engineering, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead - Company-Wide
For the Year Ended December 31, 2023

OVERHEAD RATES (expressed as a percentage of Direct Labor cost):	
Overhead Rate Attributable to Fringe Benefits	54.81%
Overhead Rate Attributable to General Overhead	106.94%
Total Overhead Rate	**161.75%**

Notes:
1) 31.205-13(b): Costs of gifts are unallowable.
2) 31.205-14 & 31.205-51: Costs of entertainment and alcoholic beverages are disallowed.
3) 31.205-8: Contributions or donations are unallowable.
4) 31.205-20: Interest is unallowable.
5) 31.205-1(f)(1): Advertising costs are unallowable.
6) 31.205-19(e)(2)(v): Keyman Life Insurance is unallowable.
7) 31.205-41(b)(1): Income tax is unallowable

The accompanying notes are an integral part of these financial statements.

Newkirk Engineering, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead - Home & Field
For the Year Ended December 31, 2023

	Company-Wide Allowable Costs	Home	Field	% of Total Direct Labor Costs: Home	Field
Direct labor	$ 1,441,953	$ 1,009,367	$ 432,586	100%	100%
INDIRECT COSTS					
Fringe benefits					
Benefits: Bonuses	$ 125,103	$ 87,572	$ 37,531	8.68%	8.68%
Benefits: 401(k) - Employer's Contribution	145,742	102,019	43,723	10.11%	10.11%
Benefits: 401(k) - PTO (vacation, sick, and holiday)	96,621	67,635	28,986	6.70%	6.70%
Insurance: Life	-	-	-	0.00%	0.00%
Insurance: Medical	236,607	165,625	70,982	16.41%	16.41%
Insurance: Workers' Comp	4,372	3,060	1,312	0.30%	0.30%
Payroll Taxes: FICA and Med	179,901	125,931	53,970	12.48%	12.48%
Payroll Taxes: FUTA and SUTA	1,989	1,392	597	0.14%	0.14%
Total fringe benefits	790,335	553,235	237,101	54.81%	54.81%
General overhead					
Indirect labor	$ 604,810	$ 423,367	$ 181,443	41.94%	41.94%
Rental	108,344	65,006	43,338	6.44%	10.02%
Maintenance and repair	81,203	48,722	32,481	4.83%	7.51%
Income taxes	-	-	-	0.00%	0.00%
Insurance	151,200	90,720	60,480	8.99%	13.98%
Communication	14,497	8,698	5,799	0.86%	1.34%
Printing	13,318	9,323	3,995	0.92%	0.92%
Utilities	20,380	10,190	10,190	1.01%	2.36%
Business taxes and licenses	8,076	5,653	2,423	0.56%	0.56%
Depreciation and amortization	186,896	74,758	112,138	7.41%	25.92%
Dues and subscriptions	18,335	12,835	5,501	1.27%	1.27%
Advertising and promotion	-	-	-	0.00%	0.00%
Staff training and recruiting	14,714	10,300	4,414	1.02%	1.02%
Professional fees	20,108	14,076	6,032	1.39%	1.39%
Donations	-	-	-	0.00%	0.00%
Meals and entertainment	-	-	-	0.00%	0.00%
Transportation expense	139,558	55,823	83,735	5.53%	19.36%
Uniforms	3,000	2,100	900	0.21%	0.21%
Data processing	113,541	79,479	34,062	7.87%	7.87%
Supplies	28,378	19,865	8,513	1.97%	1.97%
Interest	-	-	-	0.00%	0.00%
Miscellaneous	15,698	10,989	4,709	1.09%	1.09%
Total general overhead	$ 1,542,056	$ 941,903	$ 600,153	93.32%	138.74%
Total Fringe Benefits and General Overhead	$ 2,332,391	$ 1,495,137	$ 837,254	148.13%	193.55%

The accompanying notes are an integral part of these financial statements.

Newkirk Engineering, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead - Home & Field
For the Year Ended December 31, 2023

	% of Total Direct Labor Costs	
	Home	Field
OVERHEAD RATES (expressed as a percentage of Direct Labor cost):		
Overhead Rate Attributable to Fringe Benefits	54.81%	54.81%
Overhead Rate Attributable to General Overhead	93.32%	138.74%
Total Overhead Rate	**148.13%**	**193.55%**

The accompanying notes are an integral part of these financial statements.

Newkirk Engineering, Inc.
Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
Year ended December 31, 2023

NOTE 1 – THE COMPANY

Newkirk Engineering, Inc. (NEI) is a professional design and engineering firm providing consultation in the areas of roadway design, drainage design, land development, landscape architecture, construction engineering and inspection services and other related fields. NEI's projects are diverse, including industrial and public facilities, transportation, and infrastructure.

NEI was founded in 2013, and its clients include private sector businesses, public utilities, architect-engineers/constructors, and all levels of government. NEI has approximately 45% commercial, 45% governmental and 10% private contracts.

NOTE 2 – BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING

NEI's policy is to prepare its overhead schedules, which support the Statement of Direct Labor, Fringe Benefits and General Overhead, on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes. Accordingly, the above-mentioned statement is not intended to present the results of operation of NEI in conformity with generally accepted accounting principles.

NEI maintains a job-order cost accounting system for recording and accumulating costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in NEI's job-order cost accounting system. Revenues are derived from billings for services, equipment, and reimbursable expenses. Revenues on these contracts are recognized as costs are incurred.

NEI's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system. Projects are charged labor based upon standard costs. Premium overtime costs on occasion are incurred in meeting certain deadlines. The premium portion of paid overtime is included in the indirect cost pool.

NEI did not compensate executives over the Bipartisan Budget Act of 2013 reported cap limit and accordingly no adjustment was required to the Statement of Direct Labor, Fringe Benefits and General Overhead as an un-allowable cost reflected on page five of the accompanying financial document. The executive compensation was deemed to be fair and reasonable based upon an analysis performed utilizing the National Compensation Matrix Tool considering the executive's qualifications, responsibilities, job descriptions, positions held, and results achieved. No allowable compensation exceeded the Bipartisan Budget Act of 2013 cap limit.

Depreciation of property and equipment is computed over the estimated useful lives of the assets using an accelerated depreciation method, which is the same method used for income tax purposes. The method of depreciation is consistent and does not vary from contract to contract or from one client to another.

NEI has elected under the Internal Revenue Code to be taxed as an S-Corporation. Under those provisions, NEI does not pay federal corporate income tax on its taxable income. Instead, its stockholders are liable for individual federal taxes on their share of NEI's taxable income. Therefore, no provision for income taxes has been made on the Statement of Direct Labor, Fringe Benefits and General Overhead.

Newkirk Engineering, Inc.
Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
Year ended December 31, 2023

NOTE 2 – BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING - Continued

NEI complies with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification 740-10, *Accounting for Uncertainty in Income Taxes.* NEI is required to evaluate each of its tax positions to determine if they are more likely than not to be sustained if the taxing authority examines the respective position. A tax position includes an entity's status, including its status as a pass-through entity, and the decision not to file a tax return. NEI has evaluated each of its tax positions and has determined that no provision or liability for income taxes is necessary. NEI files income tax returns in the U.S. federal jurisdiction.

The preparation of the Statement of Direct Labor, Fringe Benefits and General Overhead in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Statement of Direct Labor, Fringe Benefits and General Overhead and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NEI evaluated subsequent events through June 28, 2024, the date which the Statement of Direct Labor, Fringe Benefits and General Overhead were available to be issued.

NEI has adopted FASB ASC 842, Leases, with a date of initial application of January 1, 2022. For material leases with a lease term greater than one year, the Agency recognizes a leased asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Agency determines whether an arrangement is or contains a lease at contract inception. Operating material leases with a duration greater than one year are included in operating lease right-of-use assets, current portion operating lease liabilities, and operating lease liabilities, net of current portion in the Agency's balance sheet at December 31, 2023.

Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Agency uses a risk-free rate for a period comparable with that of the lease term. The Agency considers the lease term to be the noncancelable period it has the right to use the underlying asset, including all periods covered by an option (1) to extend the lease if the Agency is reasonably certain to exercise the option, (2) terminate the lease if the Agency is reasonably certain not to exercise that option, and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor

NOTE 3 – CADD/COMPUTER COSTS

The costs associated with CADD are included in overhead.

Newkirk Engineering, Inc.
Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
Year ended December 31, 2023

NOTE 4 – RELATED PARTY TRANSACTIONS

NEI has various offices in Florida and leases the offices under various long-term non-cancelable leases. One of these leases is with related parties. Future obligations over the terms of the NEI's long-term leases as of December 31, 2023 consist of the following:

Year End	Non-Related Parties	Related Parties
2024	$ 27,883	$ -
2025	20,683	-
2026	6,894	-
	$ 55,460	$ -

Total office rental expense was approximately $108,000. Rental expense to related parties was approximately $72,000 and did not exceed the cost of ownership. Some of the leases contain provisions whereby additional amounts may need to be paid based upon operating expense adjustments. These potential amounts have not been factored in the above future obligations.

NOTE 5 – EMPLOYEE BENEFIT PLAN

NEI maintains a 401(k) deferred compensation plan covering substantially all eligible employees. NEI made contributions to the 401(k) plan of approximately $104,000 for the year ended December 31, 2023.

NOTE 6 – SUMMARY

The following tabulations summarize the allowable overhead rates (expressed as a percentage of Direct Labor cost) incurred by NEI for the year ended December 31, 2023:

	Home Office	Field Office	Company-Wide
Fringe Benefit Rate	54.81%	54.81%	54.81%
General Overhead Rate	93.32%	138.74%	106.94%
Actual Combined Overhead Rate	148.13%	193.55%	161.75%

NEI maintains a field office related to the discipline of construction and engineering inspection services "CEI". Certain home office indirect costs are fully allocated to the home office overhead cost pool. These costs include, for example, the costs of equipment benefiting home office projects only. Likewise, certain field office indirect costs are fully allocated to the field office overhead pool. For example, field equipment, on-site trailer rental, field supplies, software specific to projects, and other similar types of costs. Other general indirect costs are allocated to the field office overhear pool based on a reasonable estimate of the benefits accruing to the field office pool. NEI allocated general indirect costs on the basis of the field office labor percentage.

Newkirk Engineering, Inc.
Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
Year ended December 31, 2023

NOTE 7 – FACILITIES CAPITAL COST OF MONEY

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the prompt payment act rate for the applicable period. Equipment and facilities include building, equipment, furniture, and software and office equipment. The calculation was made as follows:

Net Book Value of Assets - Prior Year	$ 757,793
Net Book Value of Assets - Current Year	766,704
Average Net Capital Assets	762,249
Multiplied By: Average Treasury Rate	4.750%
Facilities Capital Cost of Money	36,207
Divided By: Allowable Direct Labor	1,441,953
Facilities Capital Cost of Money Rate	2.51%

NOTE 8 – DIRECT EXPENSE

NEI's direct expense rate was based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger. The direct expenses relate entirely to the home office.

Direct expenses	
Travel	$ 2,978
Application fees and permits	45,917
Printing and reproduction	85
Total costs	48,980
Less application fees and perments	(45,917)
Allowable expenses	$ 3,063
Direct labor	$ 1,441,953
Direct expense rate	0.2%

The travel costs noted above are in compliance with Florida Statute 112.061 and Chapter 2016-62, Laws of Florida. No costs used to calculate the direct expense rate exceeded the $150 per night limitation, per Chapter 2016-62, Laws of Florida, no permit costs are included in the direct expense rate calculation, and the travel related costs are in compliance with Florida Statute 112.061.

Newkirk Engineering, Inc.
Notes to the Statement of Direct Labor, Fringe Benefits and General Overhead
Year ended December 31, 2023

NOTE 9 – OTHER ITEMS

Litigation

During the course of its operations, NEI may be subject to various claims or legal actions which may cause litigation. Management reviews the circumstances of such contingencies and acts accordingly. Management was not aware of any material claims or actions at December 31, 2023.

Greene, Dycus & Co., P.A. Certified Public Accountants

205 North Elm Ave., Sanford, FL 32771

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Member: American Institute of Certified Public Accountants

Member: Florida Institute of Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Newkirk Engineering, Inc.
Ormond Beach, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Statement of Direct Labor, Fringe Benefits and General Overhead of Newkirk Engineering, Inc. (NEI) for the year ended December 31, 2023, and the related notes thereto, and have issued our report thereon dated June 28, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the Statement of Direct Labor, Fringe Benefits and General Overhead, we considered NEI's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Statement of Direct Labor, Fringe Benefits and General Overhead, but not for the purpose of expressing an opinion on the effectiveness of NEI's internal control. Accordingly, we do not express an opinion on the effectiveness of NEI's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's Statement of Direct Labor, Fringe Benefits and General Overhead will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Robert Kimelman, CPA
Thomas J. Frank, CPA
Vanessa R. Talley, CPA

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether NEI's Statement of Direct Labor, Fringe Benefits and General Overhead are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, and contracts, including the provisions of the applicable sections, Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes and Florida Department of Management Services Rule 60L-9, noncompliance with which could have a direct and material effect on the Statement of Direct Labor, Fringe Benefits and General Overhead. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NEI's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NEI's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the use and information of the Board of Directors of Newkirk Engineering, Inc., and the State of Florida Department of Transportation.

Greene Dycus & Co.

Greene, Dycus & Co., P.A.
Certified Public Accountants
Sanford, Florida
June 28, 2024

An official website of the United States government Here's how you know

Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID:

QY26Z21S35K5

VERIFIED SAM RECORD

NEWKIRK ENGINEERING, INC

1230 N US HIGHWAY 1 STE 3
ORMOND BEACH, FL 32174-6636
USA

Year of Incorporation
2013

State of Incorporation
FL

City of New Smyrna Beach

Proposal Response

Title of Project Name: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Project ID: **09-25-ENG**

Company Name: Newkirk Engineering Inc.

Print Authorized Officer Name & Title: Bradley Bauknecht, Vice President

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	X
City of NSB Form: Vendor Information Form	X
City of NSB Form: Vendor Summary Form	X
City of NSB Form: Completed W9	X
City of NSB Form: Statement of Insurance	X
City of NSB Form: Public Entity Crime Information Statement	X
City of NSB Form: Disputes Disclosure	X
City of NSB Form: Drug Free Workplace Certification	X
City of NSB Form: Sworn Statement	X
City of NSB Form: Non-Collusion Affidavit	X
City of NSB Form: E-Verify	X
City of NSB Form: Human Trafficking Affidavit	X
City of NSB Form: Conflict of Interest	X
City of NSB Form: Organizational Information	X
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	X
City of NSB Form: Smoke Free Acknowledgement	X
City of NSB Form: References	X
City of NSB Form: Signed Addendums (if applicable)	X
Copy of Sunbiz Registration with Active Status	X
Copy of Sams.Gov Registration	X

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC – 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
N/A	N/A	

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Bradley Bauknecht		3.25.25

City of New Smyrna Beach

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Bradley Bauknecht	Vice President	386-290-6844

Bradley D. Bauknecht
Print Name

Signature/Title)

Newkirk Engineering, Inc.
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture S Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: F461973253

VENDOR INFORMATION

BID #:	RFP 09-25-ENG
BID TITLE:	Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

Respondent Information

Company Name: Newkirk Engineering, Inc.	Federal Employer Identification Number or SS Number: F461973253 DUN Number: UEI: QY26Z21S35K5
Mailing Address 1230 N US Hwy 1, Suite 3	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code Ormond Beach, FL 32174	Incorporated in the State of: Florida
Corporate Address: 1230 N US Hwy 1, Suite 3	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
	Authorized to transact business in Florida Yes or No
City, State, Zip Code Ormond Beach, FL 32174	State of Florida Department of State Certificate of Authority Document No: P13000011574
Telephone No. 386-872-7794	
Email Address: bradb@newkirk-engineering.com	

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: Harry Newkirk	Vice President: Bradley Bauknecht, VP
Secretary: Tyler Malmborg, VP	Treasurer:
Other: Type text here	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Bradley Bauknecht
Printed Name

Title: Vice President

Date: 3/24/25

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 03/19/2025

VENDOR NAME: Newkirk Engineering, Inc.

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: CEI Services

DEPARTMENT: Engineering

PREPARED BY: Bradley Bauknecht

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
1230 N US Hwy 1	1230 N US Hwy 1	1230 N US Hwy 1
ADDRESS	ADDRESS	ADDRESS
Suite 3	Suite 3	Suite 3
Ormond Beach, FL	Ormond Beach, FL	Ormond Beach, FL
CITY/STATE	CITY/STATE	CITY/STATE
32174	32174	32174
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Bradley Bauknecht

E-MAIL: bradb@newkirk-engineering.com

OFFICE PHONE: 386-872-7794

FAX:

MOBILE PHONE: 386-290-6844

FEDERAL TAX ID#: F461973253

DUNS Number: UEI: QY26Z21S35K5

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Newkirk Engineering, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1230 North US Highway 1 Suite 3

6 City, state, and ZIP code

Ormond Beach, FL 32174

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	1	9	7	3	2	5	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] | **Date** 1/6/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Newkirk Engineering, Inc.
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Vice President
OFFICER TITLE

3-24-25
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR 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."**

UE QY26Z21S35K5

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

Date: 3.24.25

Authorized Signature and Title

Bradley D. Bauknecht , Vice President

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

UEI: QY26Z21S35K5

YES_____NO X_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 09-25-ENG described as:

Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).

Newkirk Engineering, Inc.
Firm

3.24.25
Date

VP
Authorized Signature and Title

Bradley Bauknecht, Vice President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with 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. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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

Authorized Signature Date: 3.24.25

Bradley D. Bauknecht , Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Bradley Bauknecht, Vice President
(Print Individual's Name and Title)
for Newkirk Engineering, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is an Engineering Firm

and (if applicable) its Federal Employer Identification Number (FEIN) is F461973253

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 24th day of March 2025.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: _____

JUSTIN PAYNE
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-5-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 346690

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Bradley Bauknecht, Vice President, being first duly sworn, deposes and says that:

He/she is Vice President of Newkirk Engineering, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Vice President
Title

Subscribed and sworn to before me this 24th day of March, 2025.

Justin Payne
Notary
Title

My Commission Expires: _____

JUSTIN PAYNE
NOTARY PUBLIC
MY COMMISSION
EXPIRES 5-5-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 346690

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Newkirk Engineering, Inc.

Consultant E-Verify Registration Number: 1722635

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Bradley Bauknecht, Vice President

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 24th Day of March, 2025. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: _____

JUSTIN PAYNE NOTARY PUBLIC MY COMMISSION EXPIRES 5-5-2027 STATE OF FLORIDA COMMISSION NUMBER HH 346690

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Newkirk Engineering, Inc.

Authorized Signature: _____ Date: 3.24.25

Printed Name: Bradley Bauknecht

Title: Vide President

STATE OF Florida

COUNTY OF Volusic

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 20 25, by Bradley Bauknecht, as Vice President on behalf of the company/corporation. They ☑ are personally known to me or ☑ have produced _____ as identification.

JUSTIN PAYNE NOTARY PUBLIC MY COMMISSION EXPIRES 5-5-2027 STATE OF FLORIDA COMMISSION NUMBER HH 346690

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Bradley Bauknecht

who was duly sworn, deposes, and states:

1. I am the Vice President of Newkirk Engineering, Inc. with a local office in Ormond Beach, FL (City & State) and principal office in Ormond Beach, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 09-25-ENG,** Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01).
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Bradley Bauknecht
Typed Name

Signed

Vice President
Title

3-24-25
Dated

Sworn to and subscribed before me this 24th day of March 2025.

Personally known ✓ OR produced identification ____. Identification type: _____

Notary Public: State of Florida County of Volusia

Justin Payne
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

JUSTIN PAYNE NOTARY PUBLIC MY COMMISSION EXPIRES 5-5-2027 STATE OF FLORIDA COMMISSION NUMBER HH 346690

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☑ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	1230 N. US Hwy 1, Suite 3, Ormond Beach, FL 32174	
Federal I.D. Number	F461973253	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Bradley Bauknecht, Vice President Newkirk Engineering, Inc.

Mailing Address: 1230 N. US Hwy 1, Suite 3, Ormond Beach, FL 32174

Telephone Number: 386-290-6844 Fax Number: _____ E-mail Address: bradb@newkirk-engineering.com

Authorized Signature	Printed Name	FEIN
	Bradley Bauknecht	F461973253

Vice President _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Newkirk Engineering, Inc.

FEIN: F461973253

Authorized Representative Name and Title: Bradley Bauknecht, Vice President

Address: 1230 N. US Hwy 1, Suite 3, Ormond Beach, FL 32174

City: Ormond Beach State: Florida Zip: 32174

Phone Number: 386-290-6844 Email Address: bradb@newkirk-engineering.com

Certified By: Bradley Bauknecht Vice President
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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

VP

Authorized Signature and Title

Date: 3-24-25

Bradley Bauknecht, Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

Client #1 Volusia County
Address 123 West Indiana Ave. **City, State, ZIP** Deland, FL 32720
Contact Person Tim Karr, Engineering Assistant, Traffic Engineering
E-mail tkarr@volusia.org **Phone:** (386) 290-1466
Date(s) of Service 4/20/2023 - Current
Type of Service: Utilities (Water and Sewer), Signals, Street Lighting, Drainage, and Roadway.

Client #2 City of Daytona Beach
Address125 Basin Street, Ste. 101 **City, State, ZIP** Daytona Beach, FL 32114-5090
Contact Person Justin Barton, Engineer II
E-mail bartonjustin@codb.us **Phone:** 386-671-8807
Date(s) of Service 4/20/2023 - Current
Type of Service Utilities (Water and Sewer), Street Lighting, Drainage, and Roadway.

Client #3 City of Ormond Beach
Address: 22 S. Beach Street **City, State, ZIP** DeLand, FL 32720
Contact Person Alex Schumann, P.E., City Engineer
E-mail alex.schumann@ormondbeach.org **Phone:** (386) 676-3302
Date(s) of Service 2023
Type of Service Streetscape, Roadway, Lightning and Utilities

Client #4 FDOT District 5
Address 719 Woodland Boulevard **City, State, ZIP** DeLand, FL 32720
Contact Person Glenn Raney, Construction Project Manager
E-mail michael.raney@dot.state.fl.us **Phone:** 386-740-3524
Date(s) of Service 2021-2022
Type of Service Complete CEI services including but not limited to overall on-site administrative and technical management.

Client #4 City of Ormond Beach
Address 22 South Beach Street, Room 104 **City, State, ZIP** Ormond Beach, FL 32174
Contact Person Cara Culliver
E-mail Cara.culliver@ormondbeach.org **Phone:** 386-676-3288
Date(s) of Service 2020-2021
Type of Service Quality assurance, tracking of quantities, MOT, concrete curb, and LAP checklist compliance.

Addendum 1: March 6, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Would it be possible to obtain a copy of the proposed plans, the letting date, and the estimated construction cost?

   Answer: 100% Plans and Engineer's Cost Estimate have been uploaded in OpenGov. See Attachments E,F,G, and H. Note: Letting date to be determined

2. **Question:** Would the City please clarify how long the contract period is? Page 8 of the RFP states a "Contract period of three (3) years, with the possibility No, for a total of ninety (90) days", however Page 26 and the Draft Contract state "It is the City's intent to enter into one agreement with one firm for an initial term of fifteen (15) months. Contract may be renewed, upon consent of both parties and City Commission."

   Answer: Section III.E, has been revised to reflect fifteen (15) months.

3. **Question:** Since Dunn & Bradstreet (DUNS) Numbers are no longer used, is it acceptable to provide the City with our Unique Entity Identifier (UEI) instead, since this is the replacement for DUNS?

   Answer: Yes, the UEI of acceptable.

4. **Question:** Upon reading the "Qualifications and Abilities of Project Team" section, item "A" has a 5-page limit, and since "B" is a separate item, could the City please clarify if the resumes are "in addition" to the 5-page limit?

Answer: Number of pages under the Qualifications and Abilities of the Project Team can exceed 5-pages with resumes but cannot exceed 10-pages total for this section. This section has been updated in the RFP document.

5. **Question:** Would the City please confirm if we are to submit proof of required insurance with our proposal? Page 31 of the RFP states "Listed below are various insurance requirements that must be met by the company that the City contracts with for services. The undersigned firm agrees to obtain the required insurance prior to award. Proof of insurance as prescribed by this document will disqualify your firm, as the top ranking and from further consideration". However, Page 33 of the RFP states "Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal". Is it acceptable to provide our standard ACCORD insurance holder documentation as an attachment to the "Statement of Insurance Compliance" form without naming the additional insured for the form for this submittal response?

   Answer: Section VI, Insurance Requirements has been revised. The undersigned firm agrees to obtain the required insurance within fourteen (14) days upon acceptance of the proposal City Commission. Submitted proposals shall include a completed Statement of Insurance Compliance form provided as an Attachment C of the solicitation.

6. **Question:** When we clicked on the link for OpenGov on the first page of the RFP, the link takes you to a page with a 404 error; however, the link on page 2 works and the link brings you to the portal. We believe the word "portal" is missing from the link on the first page. Overall, the portal appears to have uploads for several items separate from the "1 full PDF" at the end of the list of "required response" items. Would the City please clarify the language on page 31 to provide 1 full PDF and the information noted on pages 40-42 of the RFP?

   Answer: The correct link is as follows: https://procurement.opengov.com/portal/cityofnsb

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Bradley D. Bauknecht Proposer Signature: _____

Newkirk Engineering, Inc.

Firm Name (Please Print)

Addendum 2: March 14, 2025

RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01)

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 09-25-ENG: Professional Services for Construction Engineering and Inspection for Oversight of the Washington Street Roadway Improvements (FPID NO. 447711-1-54-01). issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Under Section I.A (Summary), paragraph 4 states, "the awarded firm will also conduct the water main inspection for this contract".

   Section IV.A also states, "the awarded firm will provide the water main inspection for this contract". Section V.G (Experience) has a contradictory note that states, "the NSBU staff is responsible for the CEI of Underground and Aboveground utilities" Can the City clarify who will be responsible for the inspection of the underground utilities including density testing, pressure testing, witnessing of taps, line stops, tie-ins to mains, and all other testing required per contract and NSBU?

   Answer: CEI firm selected will provide the water main and sanitary sewer improvements inspection services. NSBU staff will provide in-house electrical inspectors for all overhead to underground electric conversions.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Bradley D. Bauknecht Proposer Signature: 

Newkirk Engineering, Inc.

Firm Name (Please Print)

Detail by Entity Name

Florida Profit Corporation
NEWKIRK ENGINEERING, INC.

Filing Information

Document Number	P13000011572
FEI/EIN Number	46-1973253
Date Filed	02/05/2013
Effective Date	02/01/2013
State	FL
Status	ACTIVE

Principal Address

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Changed: 03/30/2018

Mailing Address

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Changed: 03/30/2018

Registered Agent Name & Address

NEWKIRK, HARRY HJR
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Address Changed: 03/30/2018

Officer/Director Detail

Name & Address

Title President, CEO

NEWKIRK, HARRY H, Jr.
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Title VP, Secretary

Malmborg, Tyler J
125 E. INDIANA AVENUE
SUITE E
DELAND, FL 32724

Title VP, Treasurer

Bauknecht, Bradley Donald
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Title Landscape Architect

Adams, Lauren
1230 N US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Annual Reports

Report Year	Filed Date
2023	01/19/2023
2024	03/07/2024
2025	02/10/2025

Document Images

02/10/2025 -- ANNUAL REPORT	View image in PDF format
03/07/2024 -- ANNUAL REPORT	View image in PDF format
01/19/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/13/2021 -- ANNUAL REPORT	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
03/12/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
11/28/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/05/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
02/18/2017 -- ANNUAL REPORT	View image in PDF format
02/13/2016 -- ANNUAL REPORT	View image in PDF format
02/04/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
02/05/2013 -- Domestic Profit	View image in PDF format

State of Florida
Department of State

I certify from the records of this office that NEWKIRK ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on February 5, 2013, effective February 1, 2013.

The document number of this corporation is P13000011572.

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 10, 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 Tenth day of February, 2025



Secretary of State

Tracking Number: 6669377294CC

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

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

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 10, 2025
Secretary of State
6669377294CC

DOCUMENT# P13000011572

Entity Name: NEWKIRK ENGINEERING, INC.

Current Principal Place of Business:

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174

Current Mailing Address:

1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174 US

FEI Number: 46-1973253

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

NEWKIRK, HARRY HJR
1230 N. US HIGHWAY 1
SUITE 3
ORMOND BEACH, FL 32174 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT, CEO	Title	VP, SECRETARY
Name	NEWKIRK, HARRY H JR.	Name	MALMBORG, TYLER J
Address	1230 N. US HIGHWAY 1 SUITE 3	Address	125 E. INDIANA AVENUE SUITE E
City-State-Zip:	ORMOND BEACH FL 32174	City-State-Zip:	DELAND FL 32724
Title	VP, TREASURER	Title	LANDSCAPE ARCHITECT
Name	BAUKNECHT, BRADLEY DONALD	Name	ADAMS, LAUREN
Address	1230 N. US HIGHWAY 1 SUITE 3	Address	1230 N US HIGHWAY 1 SUITE 3
City-State-Zip:	ORMOND BEACH FL 32174	City-State-Zip:	ORMOND BEACH FL 32174

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: HARRY NEWKIRK PRESIDENT 02/10/2025

Electronic Signature of Signing Officer/Director Detail — Date

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 19, 2024

Harry Newkirk, President
NEWKIRK ENGINEERING, INC.
1230 North US Highway 1, Suite 3
Ormond beach, Florida 32174

Dear Mr. Newkirk:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

3.1	Minor Highway Design
3.2	Major Highway Design
7.1	Signing, Pavement Marking and Channelization
10.1	Roadway Construction Engineering Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI
15.0	Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
166.70%	150.22%	2.511%	Reimbursed	0.20%	0.20%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services Qualification Administrator

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 28, 2023

Kerri Ingham, Chief Marketing Officer
CONSOR ENGINEERS, LLC
2121 Old Hickory Tree Road
Saint Cloud, Florida 34772

Dear Ms. Ingham:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI – Steel
10.5.3 - Major Bridge CEI - Segmental

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
157.59%	119.73%	0.055%	Reimbursed	No	16.49%	20.57%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

3/25/2025

The City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Subject: Newkirk Engineering, Inc.
Delegation of Signatory Authority

To Whom It May Concern:

This is to notify you that the following individuals have signature authority for all business conducted with Newkirk Engineering, Inc: Harry Newkirk, President; Brad Bauknecht, Vice President; Tyler Malmborg, Vice President.

Sincerely,

Harry Newkirk
President

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF THE PURCHASE OF LIGHTS AND INSTALL WITH MUSCO LIGHTING THROUGH A SOURCEWELL CONTRACT FOR THE PAIGE PICKLEBALL COURT FACILITY.

May 13, 2025

Background:

In May 2023, the City approved Mead & Hunt to design a six court pickleball facility off Paige Avenue.

In Oct. 2024, additional funding was allocated in the FY 25/26 budget, allowing the following items to be added to the project scope: facility lighting, restroom building and utilities, electrical work, a shade structure, and a septic/sewer system.

Although the original design was complete, a change order was issued to Mead & Hunt in Nov 2024 to design the newly scoped items. On March 25,2025 the construction contract was awarded to All State Civil.

The City now seeks to purchase and install court lighting through Musco Lighting utilizing a Sourcewell Contract.

Fiscal Analysis:

Cost: $115,500
Fund Source: Park Impact Fees
Sourcewell Contract Number: 041123-MSL
Master Project: 199030
Expiration Date: 06/16/2027

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

1 Advertisement and Original RFP.pdf
2 Opening and Bid Tabulation.pdf
3 Award of Contract and Board Resolutions.pdf
4 Musco Sports Lighting Price Information.pdf
5 Quote NSB Paige Avenue Pickleball.pdf

The
New York State
Contract Reporter

NYSCR.ny.gov

NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Tuesday, 02/21/2023

Contracting Opportunity

Title: Sports Lighting Solutions with Related Technology, Equipment, and Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 041123
CR Number: 2095254
Contract Term: 4 years
Date of Issue: 02/21/2023
Due Date/Time: 04/11/2023 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Construction Vertical: Building Construction; Rehabilitation & New Construction - ***Commodities***
Opportunity Type: General
Entered By: Jeremy Schwartz
Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal .sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

CHM Industries

Cooper Lighting

Musco Sports Lighting, LLC

Contact Information

Primary contact:
Sourcewell
Procurement Department
Jeremy Schwartz
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-894-5488
rfp@sourcewell-mn.gov

Submit to contact:
Sourcewell
Procurement Department
Jeremy Schwartz
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-894-5488
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

© 2023, Empire State Development http://www.esd.ny.gov/

Daily Journal of Commerce
11 NE Martin Luther King Jr Blvd.
Portland, OR, 97232
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2477510, SPORTS LIGHTING SOLUTIONS WITH RELATED TECHNOLOGY,

State of OR }
} SS:
County of Multnomah }

I, Nick Bjork, being duly sworn, depose and say that I am the Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
SPORTS LIGHTING SOLUTIONS WITH RELATED TECHNOLOGY,
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
02/22/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 1st day of March 2023

By: _____
Nick Bjork

By: _____

State of Oregon
Notary Public, State of OR
No. 1031542
My commission expires on December 5, 2026

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC-OREGON
COMMISSION NO. 1031542
MY COMMISSION EXPIRES DECEMBER 05, 2026

SOURCEWELL

SPORTS LIGHTING SOLUTIONS WITH RELATED TECHNOLOGY, EQUIPMENT, AND SERVICES

Proposals due 4:30 pm, April 11, 2023

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Feb. 22, 2023. 2477510

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

02/21/2023, 02/28/2023

and that the fees charged are legal.
Sworn to and subscribed before on 02/28/2023

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Notary, State of WI, County of Brown

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VICKY FELTY
Notary Public
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Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Sports Lighting Solutions with Related Technology, Equipment, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. **Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.**

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Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Sports Lighting Solutions with Related Technology, Equipment, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
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Feb 21 2023

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County of Richland

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02/21/23

Tara Pennington

Sworn to and subscribed before me this 21th day of February in the year of 2023

Stephanie Hatcher

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STEPHANIE HATCHER
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Daytona winning Stenhouse team thankful



Ken Willis
The Daytona Beach
News-Journal

DAYTONA BEACH, Fla. – Though auto racing is overflowing with the unpredictable, there are also many clockwork routines.

One of those is the post-race choreograph for a team: break down the pit box, put everything away in its assigned place, hustle to the airport and fly home.

This time, not a chance. If you're gonna kick routine to the curb, you do your kicking after winning the Daytona 500.

"When you win a race like this, you take your time and celebrate it," Zach Yager said Monday morning. "You can rush to the plane when you lose. No need to be rushing to the plane when you win."

Instead, the No. 47 team remained in Daytona's Victory Lane, where champagne kept magically appearing as the hour grew later and later.

"We decided to enjoy it and stay inside the track where it happened," Yager said. "A lot of champagne bottles. We were also so caught up in the moment, we didn't want to leave here. We felt if we left, it would make it not real."

Yager is a tire carrier on Ricky Stenhouse Jr.'s pit crew. Normally on a Monday morning, he'd be back in the Charlotte, North Carolina, area, getting back to the modern routine for the modern crewman, which at the NASCAR level is now a full-time gig – cardio, pit practice, weights.

But this was no normal Monday.

Over the years, it has informally been known as the Hangover Invitational. The winning driver and team returns to Daytona International Speedway, mere hours after leaving the previous night/early morning, for more platitudes and spoils.

Leather Daytona jackets for driver, crew chief and owner(s), as well as a Rolex for the driver, who removes it before pressing his hands (and right racing boot) into wet cement to solidify the history of it all.

Then it's more group pictures, and Stenhouse, like all the winners before him, is again reminded he didn't do it alone.

"For us as a race team, it's all about these guys, all the guys and gals back at the shop," Stenhouse said. "Friends and family – to celebrate this with them, it was the perfect ending. It didn't get too crazy last night, but we did stay out a little late."

This is obviously the career highlight, so far, for the 35-year-old Mississippi native. Stenhouse cut his racing teeth on dirt, making a name for himself in USAC's sprint-car divisions, before putting more sheet metal around him and asphalt down below – in 2008 he made the move to full-bodied stock cars and found quick success in the ARCA Series.

That's when he lined up a new Holy Grail.

"Once I transitioned to stock car racing in 2008, in the ARCA Series, that's when the dream of winning the Daytona 500 came about for me," he said Monday morning.

He came close before. First, he showed he could win here when he won Daytona's summer race in 2017. And a year ago in the 500, he led from lap 180 through 193 and was still jockeying for the lead – and potentially the eventual win – when he was caught up in a crash on lap 195.

Knowing you can win it is only half the battle.

"Once you get a win at Daytona, I felt like that dream was possible," Stenhouse said. "I knew where Victory Lane was. Last year, I felt like we had it in our grasp, but it slipped away. We seized it this year and it's really special."

It wasn't exactly a David-over-Goliath story, but about as close as you can get in NASCAR. Stenhouse's team – JTG Daugherty Racing – employs 40, owns a Cup Series charter, and partners with a slew of sponsors, big and small. A first-class operation, no doubt, but within today's Cup Series, it's practically a shoestring operation.

"You have to have the right people," said Jodi Geshickter, part of an ownership group that includes her husband Tad, former NBA All-Star Brad Daugherty, and Gordon Smith.



Ricky Stenhouse does the Daytona 500 winner's traditions Monday in Victory Lane. NADIA ZOMORODIAN/THE NEWS-JOURNAL

"It's a beautiful moment," Jodi said on a crisp and clear morning. "The sun is shining, we're here together celebrating. We have so much to be thankful for, from a spiritual standpoint, we just thank God for this moment."

The night before, it was other men upstairs who held the No. 47 team's fate in their hands. After an overtime extended by a lengthy caution, and another restart, Stenhouse got back to the white flag in a side-by-side battle with Joey Logano – Shoestring versus Team Penske.

Yet another free-for-all erupted behind them through Turn 1, and since they had completed one lap of the two-lap overtime, the ensuing yellow flag ended the racing – the finishing order would be frozen in whatever position everyone was in when the caution was triggered.

Logano and Stenhouse, or Stenhouse and Logano? Officials upstairs viewed replays and scoring equipment and made the call: Goliath gets second place.

Behind pit wall, the tire carrier felt the call coming but wouldn't let himself believe it until he heard it.

"I knew they were going to review it," Yager said Monday. "I thought, if they're going to look at this, for once I hope the chips fall on our side. We were five laps away from winning this last year. Don't rip the rug out from under us again.

"Let it be us."

NASCAR Cup Series
Daytona 500
Sunday
Daytona International Speedway
Daytona Beach, Fla.
(Start position in parentheses)
1. (31) Ricky Stenhouse Jr, Chevrolet, 212 laps, 48 points.
2. (3) Joey Logano, Ford, 212, 42.
3. (5) Christopher Bell, Toyota, 212, 35.
4. (9) Chris Buescher, Ford, 212, 43.
5. (1) Alex Bowman, Chevrolet, 212, 41.
6. (29) AJ Allmendinger, Chevrolet, 212, 34.
7. (24) Daniel Suárez, Chevrolet, 212, 30.
8. (7) Ryan Blaney, Ford, 212, 29.
9. (23) Ross Chastain, Chevrolet, 212, 38.
10. (38) Riley Herbst, Ford, 212, 0.
11. (40) Travis Pastrana, Toyota, 212, 26.
12. (13) Kevin Harvick, Ford, 212, 32.
13. (17) Zane Smith, Ford, 212, 0.
14. (35) Cody Ware, Ford, 212, 23.
15. (16) Martin Truex Jr, Toyota, 212, 29.
16. (12) Corey Lajoie, Chevrolet, 212, 21.
17. (18) Denny Hamlin, Toyota, 212, 20.
18. (2) Kyle Larson, Chevrolet, accident, 211, 19.
19. (36) Kyle Busch, Chevrolet, accident, 211, 18.
20. (15) Bubba Wallace, Toyota, accident, 211, 17.
21. (4) Aric Almirola, Ford, accident, 211, 19.
22. (10) Brad Keselowski, Ford, accident, 211, 25.
23. (6) Austin Cindric, Ford, accident, 210, 20.
24. (22) Noah Gragson, Chevrolet, 210, 13.
25. (33) Ty Gibbs, Toyota, 210, 17.
26. (19) Harrison Burton, Ford, 210, 11.
27. (14) Todd Gilliland, Ford, accident, 208, 11.
28. (11) Michael McDowell, Ford, 208, 15.
29. (34) Conor Daly, Chevrolet, 206, 0.
30. (32) BJ McLeod, Chevrolet, 204, 7.
31. (39) Jimmie Johnson, Chevrolet, accident, 203, 10.
32. (28) Justin Haley, Chevrolet, accident, 203, 5.
33. (27) Austin Dillon, Chevrolet, accident, 202, 4.
34. (21) William Byron, Chevrolet, accident, 202, 7.
35. (30) Chase Briscoe, Ford, accident, 182, 2.
36. (20) Ryan Preece, Ford, accident, 181, 10.
37. (25) Erik Jones, Chevrolet, accident, 118, 1.
38. (8) Chase Elliott, Chevrolet, accident, 118, 1.
39. (26) Tyler Reddick, Toyota, accident, 117, 1.
40. (37) Ty Dillon, Chevrolet, engine, 26, 1.

Race Statistics
Average Speed of Race Winner: 145.284 mph.
Time of Race: 3 hours, 38 minutes, 53 seconds.
Margin of Victory: Under Caution.
Caution Flags: 8 for 38 laps.
Lead Changes: 52 among 21 drivers.
Lap Leaders: A.Bowman 0; K.Larson 1; A.Bowman 2-10; K.Larson 11-12; C.Bell 13-20; K.Larson 21-23; C.Bell 24-34; A.Almirola 35; A.Bowman 36-37; C.Bell 38; T.Pastrana 39-40; D.Hamlin 41; C.Briscoe 42; D.Hamlin 43-47; C.Briscoe 48-51; M.Truex 52-64; B.Keselowski 65-67; R.Preece 68-71; B.Keselowski 72; A.Almirola 73; B.Keselowski 74-76; A.Almirola 77-79; B.Keselowski 80; A.Almirola 81; B.Keselowski 82-108; K.Harvick 109; J.Logano 110; R.Blaney 111; J.Logano 112-115; C.Buescher 116; J.Logano 117; C.Buescher 118-121; J.Logano 122-125; R.Chastain 126; J.Logano 127; R.Chastain 128-132; A.Bowman 133; B.Wallace 134-137; A.Almirola 138-142; B.Wallace 143; A.Almirola 144-145; C.Buescher 146; A.Almirola 147-148; C.Buescher 149-153; A.Almirola 154; C.Buescher 155-175; D.Suárez 176-178; H.Burton 179-187; J.Logano 188; A.Allmendinger 189; B.Keselowski 190-196; K.Busch 197-202; R.Stenhouse 203-212
Leaders Summary (Driver, Times Led, Laps Led): B.Keselowski, 6 times for 42 laps; C.Buescher, 5 times for 32 laps; C.Bell, 3 times for 20 laps; A.Almirola, 8 times for 16 laps; M.Truex, 1 time for 13 laps; J.Logano, 6 times for 12 laps; A.Bowman, 3 times for 12 laps; R.Stenhouse, 1 time for 10 laps; H.Burton, 1 time for 9 laps; R.Chastain, 2 times for 6 laps; D.Hamlin, 2 times for 6 laps; K.Larson, 3 times for 6 laps; K.Busch, 1 time for 6 laps; B.Wallace, 2 times for 5 laps; C.Briscoe, 2 times for 5 laps; R.Preece, 1 time for 4 laps; D.Suárez, 1 time for 3 laps; T.Pastrana, 1 time for 2 laps; A.Allmendinger, 1 time for 1 lap; R.Blaney, 1 time for 1 lap; K.Harvick, 1 time for 1 lap.
Wins: R.Stenhouse, 1.
Top 16 in Points: 1. J.Logano, 52; 2. C.Buescher, 50; 3. R.Stenhouse, 48; 4. C.Bell, 44; 5. A.Bowman, 41; 6. R.Chastain, 38; 7. R.Blaney, 37; 8. K.Harvick, 37; 9. A.Allmendinger, 34; 10. B.Keselowski, 32; 11. M.Truex, 32; 12. D.Suárez, 30; 13. A.Cindric, 29; 14. A.Almirola, 29; 15. C.Lajoie, 27; 16. T.Pastrana, 26.

NASCAR Driver Rating Formula
A maximum of 150 points can be attained in a race.
The formula combines the following categories: Wins, Finishes, Top-15 Finishes, Average Running Position While on Lead Lap, Average Speed Under Green, Fastest Lap, Led Most Laps, Lead-Lap Finish.

Mallory Swanson scores again to lead USWNT win

Jason Anderson
Pro Soccer Wire | USA TODAY Network

It was far from easy, but as long as the U.S. women's national team has Mallory Swanson in this kind of form, the squad is a problem for anyone.

The USWNT were made to sweat early and late by Japan but emerged 1-0 winners Sunday in Nashville, Tennessee, as Swanson scored her seventh goal in her last five national team appearances just before halftime. Goalkeeper Casey Murphy provided two top-tier late saves to preserve the win, which means that a win over Brazil on Wednesday would guarantee a USWNT tournament victory at the SheBelieves Cup.

Sunday's match, with five changes to the USWNT lineup, had a different feel from the 2-0 win over Canada. Japan offered a withering early high press, and though the USWNT got through the early stages unscathed, the new faces at the back and in midfield had a more difficult go of things than the more familiar lineup that faced the Canadians.

A first half featuring few chances still saw Japan causing a very imprecise U.S. fits, but Murphy was only truly tested by one long-range effort.

The USWNT wobbled on a handful of occasions but always had a timely block or interception before things could truly go awry.



USWNT forward Mallory Swanson scores the only goal in the SheBelives Cup match Sunday against Japan in Nashville. STEVE ROBERTS/USA TODAY SPORTS

At the other end, their threats – other than a sliced Lynn Williams cross that Ayaka Yamashita had to tip off the crossbar – chiefly came through Swanson, who continued her scintillating form by scoring in the final seconds of the half.

Sofia Huerta could have just hoofed the ball clear from deep inside the USWNT half but took aim at Alex Morgan, who had checked back from the Japan back line. Morgan took the ball down, turned under no pressure, and fed Swanson – who by this point had turned on the afterburners – in behind the defense.

Swanson produced a masterful first touch to prevent Shiori Miyake from intervening, then raced away to slide a clinical finish past Yamashita.

Japan came out with a bit more creativity in the attack to start the second half, with Hina Sugita slashing in from left wingback to glance a point-blank header just wide after good work from Risa Shimizu and Aoba Fujino on the opposite flank.

Much has been made of the USWNT's work on the game management front, with head coach Vlatko Andonovski citing it multiple times after the win over Canada. With a 1-0 lead, he might not have enjoyed seeing that Sugita chance, but from there Japan assembled long spells of possession without ever breaking the USWNT defensive block.

Still, Japan was patiently starting to find better openings, moving the U.S. shape around and at long last finding seams. Fuka Nagano whistled a 20-yard bid just over the crossbar in the 79th minute.

Murphy had to make an excellent save in the 81st minute to deny Yui Hasegawa, who knifed in to fire a half-volley on frame from 7 yards, and then did well to stop Jun Endo's stoppage-time effort from the left.

Still, despite the late push for an equalizer, the USWNT managed to hold off Japan, which by the end of the match was pushing eight players into the attack in pursuit of an equalizer.

If Andonovski's stated position is that pre-tournament friendlies must teach the team about where its weak points are and how to shore them up, this will go down as a very useful win indeed.

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NOTICES

PUBLIC NOTICE

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Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov.**

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than April 11, 2023, at 4:30pm Central Time, and late proposals will not be considered.

To advertise in USA TODAY, call: **(800) 397-0070**

PUBLIC NOTICE

Notice to Bidders

Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:

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- **Flooring and Outdoor Surface Solutions #03-23**
- **Instructional and Educational Resources #04-23**
- **Paint Supplies and Related Services #05-23**
- **Plastic Refuse and Recycling Collection Containers #06-23**
- **Software Products and Services #07-23**
- **Athletic Court and Containment Solutions #08-23**

Due Thursday, March 23, 2023 at 2:00pm CT

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Opportunity Notice

Sports Lighting Solutions with Related Technology, Equipment, and Services

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View Bid Package

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

View Interested Vendors (Bidders)

Opportunity Information

This opportunity will close in 5 days, 6 hours.

Organization:	Canoe Procurement Group of Canada
Organization Address:	
Reference Number:	AB-2023-01656
Solicitation Number:	AB-2023-01656
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	02/22/2023 10:30:00 AM Alberta Time
Closing (MM/dd/yyyy):	04/11/2023 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy):	02/22/2023 10:28:42 AM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:
N6230: Electric Portable and Hand Lighting Equipment
N6210C: Lighting Equipment
N6210: Indoor and Outdoor Electric Lighting Fixtures
5164CA: Building Lighting - Installation and Repair

Response Submission:
Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

https://proportal.sourcewell-mn.gov

Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:
Schwartz, Jeremy
Directory of Operations - Chief Operating and Procurement Officer
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: 218-895-4168
Email: rfp@sourcewell-mn.gov

Response Specifics:
A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support https://proportal.sourcewell-mn.gov.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:
Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMNB, NSFM, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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Sourcewell
Formerly NJPA

Bid RFP #041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **041123**

Title **Sports Lighting Solutions with Related Technology, Equipment, and Services**

Start Date **Feb 21, 2023 8:29:30 AM CST**

End Date **Apr 11, 2023 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Jeremy Schwartz**
(218) 894-5488
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

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Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Mar 20, 2023 10:00:00 AM CDT**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2023 © | The Public Group, LLC. All rights reserved.

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Sourcewell

View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 041123
Bid Name:	Sports Lighting Solutions with Related Technology, Equipment, and Services
Bid Status:	**Open**
Bid Closing Date:	Tue Apr 11, 2023 4:30:00 PM (CDT)
Question Deadline:	Mon Apr 3, 2023 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Sports Lighting Solutions with Related Technology, Equipment, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **April 11, 2023, at 4:30 p.m. Central Time**, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question | Register for this Bid | Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Monday March 20, 2023 10:00 AM (CDT)	No	

Documents

File Name	Pages	
RFP_041123_Sports_Lighting Friday February 17, 2023 08:03 AM	13	Download
RFP_041123_Sports_Lighting_Contract_Template Thursday February 16, 2023 10:46 AM	18	Download
RFP_041123_Sports_Lighting_Login_Instructions Thursday March 16, 2023 09:16 AM	1	Download

OPEN

Sports Lighting Solutions with Related Technology, Equipment, and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
March 20, 2023 at 10:00 am CDT

Proposals Due:
April 11, 2023 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

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Bidding

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✔ Invite Bidders	No
✔ Evaluate Response online	No
✔ Internal Approval	No
✔ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	041123
Solicitation Name	Sports Lighting Solutions with Related Technology, Equipment, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	041123 Sports Lighting Solutions

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	$500,000,000.00
Publish Date	02/21/2023	Closing Date & Time	04/11/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Construction	
Electrical Supplies/ Services	Electrical Engineering, Services And Supplies, Maintenance./Repairs Of Generators, Lighting Fixtures, Fabricated Steel Crossarms (Poles), Pedestrian lights etc.



Solicitation Overview

Sourcewell Formerly NJPA

Sports Lighting Solutions with Related Technology, Equipment, and Services

041123

Closing Date: 04/11/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

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[User Manuals / Support]

Notice

Basic Information

Estimated Contract Value (CAD)	$500,000,000.00 (Not shown to suppliers)
Reference Number	0000241739
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	041123
Title	Sports Lighting Solutions with Related Technology, Equipment, and Services
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2023/02/21 09:24:45 AM EST
Question Acceptance Deadline	2023/04/03 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2023/04/11 05:30:00 PM EDT
Prebid Conference	2023/03/20 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2023/03/20 11:00:00 AM EDT
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
C	**Construction** Construction
515	**Special trade construction work** Special trade construction work
5150BJ	**LIGHTING** LIGHTING
MERX Category (1)	
G	**Goods** Goods
G10	**Electrical and Electronics** Electrical and Electronics
UNSPSC Categories (4)	
39000000	**Electrical Systems and Lighting and Components and Accessories and Supplies**
39110000	**Lighting Fixtures and Accessories**
39111500	**General lighting and fixtures**
39111800	**Lighting accessories**
39111600	**Industrial Exterior and Landscape lighting and fixtures and accessories**
39112600	**Non electrical lighting devices**

RFP #041123
REQUEST FOR PROPOSALS
for
Sports Lighting Solutions with Related Technology, Equipment, and Services

Proposal Due Date: April 11, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	February 21, 2023
Pre-proposal Conference:	March 20, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	April 3, 2023, 4:30 p.m., Central Time
Proposal Due Date:	**April 11, 2023**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 11, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sports Lighting with Related Technology, Equipment, and Services. Sourcewell seeks solutions that include, but are not to be limited to:

a. Indoor and outdoor, fixed, or portable, sports related lighting solutions;
b. Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in 1.a. above.

Proposers may include transportation lighting and smart solutions to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed in 1. a. and b. above.

2. The focus of this solicitation is on Sports Lighting with Related Technology, Equipment, and Services. The Proposer's primary offerings must be indoor and outdoor sports lighting equipment and products. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

a. Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services (RFP #092222); and
b. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $125 Million; therefore, proposers

are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."

b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.

2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information

provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

04/03/2023

Addendum No. 1
Solicitation Number: RFP 041123
Solicitation Name: Sports Lighting Solutions with Related Technology, Equipment, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Our US and Canada companies work together as one North American team, but each entity is legally a separate company. How is the best way to respond in regard to price lists and various documentation for each country?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the methods for its proposal. Each proposer, in its discretion, will determine the approach that aligns with its business methods and satisfies all requirements of the RFP.

Pricing is to be submitted in U.S. and Canadian dollars, if applicable. Refer to RFP Section III. A. 3., Pricing – Requirements. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 041123 posted to the Sourcewell Procurement Portal on 04/03/2023, is required at the time of proposal submittal.

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Proposal Opening Record

Date of opening: April 11, 2023

Sourcewell posted Request for Proposal #041123, for the procurement of Sports Lighting Solutions with Related Technology, Equipment, and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, February 21, 2023, and the solicitation remained in an open status within the portal until April 11, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on April 11, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #041123 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Alpha Supply, LLC - Submitted 4/10/23 at 11:48:22 PM
Cooper Lighting, LLC - Submitted 4/07/23 at 10:52:06 AM
Daybreak LED, LLC - Submitted 4/11/23 at 1:52:28 PM
Hellas Construction, Inc. - Submitted 4/11/23 at 11:33:06 AM
LEDVANCE - Submitted 4/11/23 at 10:58:38 AM
Musco Sports Lighting, LLC - Submitted 4/10/23 at 10:57:03 AM
Schreder Lighting, LLC - Submitted 4/11/23 at 2:12:01 PM
Shinetoo Lighting USA, LLC - Submitted 4/10/23 at 12:44:41 PM
Techline Sports Lighting, LLC - Submitted 4/11/23 at 12:48:34 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on April 11, 2023, at 4:31:34 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSign Envelope ID: C09E07DE-8CD1-4BC4-B992-B79953FC7D92

Proposal Evaluation
Sports Lighting Solutions with Related Technology, Equipment, and Services RFP #041123

	Possible Points	Alpha Supply, LLC	Cooper Lighting, LLC	Daybreak LED, LLC	Hellas Construction, Inc.	LEDVANCE	Musco Sports Lighting, LLC	Schreder Lighting, LLC	Shinetoo Lighting USA, LLC	Techline Sports Lighting, LLC
Conformance to RFP Requirements	50	37	41	40	42	40	42	39	36	42
Pricing	400	294	330	303	310	308	321	309	238	306
Financial Viability and Marketplace Success	75	52	63	53	61	54	63	60	46	57
Ability to Sell and Deliver Service	100	46	83	67	78	68	84	79	64	77
Marketing Plan	50	35	41	38	42	35	41	37	35	42
Value Added Attributes	75	57	63	63	59	54	63	62	57	62
Warranty	50	38	41	39	42	38	45	40	36	44
Depth and Breadth of Offered Equipment, Products, or Services	200	159	169	156	162	139	176	168	134	165
Total Points	1,000	718	831	759	796	736	835	794	646	795
Rank Order		8	2	6	3	7	1	5	9	4

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Kim Austin
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Kim Austin, MBA, CPPB, NIGP-CPP, Procurement Lead Analyst

DocuSigned by:
Brandon Town
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Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

DocuSigned by:
0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Bill Davison
679614F597034BA...
Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

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SOURCEWELL
STATE OF MINNESOTA

Member Nagel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

1/17/2023

Resolution No. 2023_01

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Critical Care and Emergency Medical Services Equipment and Supplies
Requesting Board permission to Re-Solicit the following categories:
Sports Lighting with Related Supplies and Services

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
Trail King Industries	092922-TKI	*"Trailers with Related Equipment, Acccessories and Services'*
Etnyre International	092922-ETN	*"Trailers with Related Equipment, Acccessories and Services'*
JHB Group, Inc.	092922-JHB	*"Trailers with Related Equipment, Acccessories and Services'*
Pitts Enterprises, Inc.	092922-PTT	*"Trailers with Related Equipment, Acccessories and Services'*
American Cargo Group Trailers, LLC	092922-AGO	*"Trailers with Related Equipment, Acccessories and Services'*
MAC Trailer Enterprises, Inc.	092922-MCT	*"Trailers with Related Equipment, Acccessories and Services'*
Certified Stainless dba West-Mark	092922-CER	*"Trailers with Related Equipment, Acccessories and Services'*
Felling Trailers, Inc.	092922-FTS	*"Trailers with Related Equipment, Acccessories and Services'*
Globe Trailer Manufacturing, Inc.	092922-GLB	*"Trailers with Related Equipment, Acccessories and Services'*
Talbert Manufacturing, Inc.	092922-TBT	*"Trailers with Related Equipment, Acccessories and Services'*
Monroe Towmaster, LLC	092922-MNR	*"Trailers with Related Equipment, Acccessories and Services'*
BlueScope Construction, Inc.	110822-BSC	*"Pre-Engineered Buildings with Related Materials and Services"*
Clearspan Fabric Structures International	110822-CSS	*"Pre-Engineered Buildings with Related Materials and Services"*
CONTRACT EXTENSIONS		
Supplier Name	**Contract Number**	**Solicitation Title**
Felling Trailers	121918-FTS	*"Trailers with Related Equipment, Accessories and Services'*
Trail King Industries	121918-TKI	*"Trailers with Related Equipment, Accessories and Services'*
John Deere Construction	032119-JDC	*"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"*
Gradall Industries	040319-GRD	*"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"*
JCB, Inc.	040319-JCB	*"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"*
Kubota Tractor Corporation	040319-KBA	*Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies*
NEW IDIQ CONTRACTS		
IDIQ Contract Extensions		
Company Name	**Contract Number**	
Lanzo Construction Co., Florida	FL-R10-CC02-111821-LCC	
Lanzo Construction Co., Florida	FL-R10-PAC02-111821-LCC	
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	
Nichols Contracting, Inc.	FL-R5-E02-111821-NIC	
Ovation Construction Company	FL-R6-GC08-111821-OCC	
Place Services, Inc.	FL-R1-GC03-111821-PLA	
Place Services, Inc.	FL-R3-GC03-111821-PLA	
Place Services, Inc.	FL-R5-GC03-111821-PLA	
Place Services, Inc.	FL-R7-GC06-111821-PLA	
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	
Millers Plumbing & Mechanical, Inc.	FL-R3-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	

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Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	
RAM Construction & Development	FL-R3-GC07-111821-RAM	
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	
Mechanical Services of Central Florida, Inc.	FL-R6-HVAC03-111821-MSF	
Place Services, Inc.	FL-R9-GC06-111821-PLA	
Place Services, Inc.	FL-R10-GC08-111821-PLA	
Mechanical Services of Central Florida, Inc.	FL-R4-HVAC03-111821-MSF	
RAM Construction & Development	FL-R2-GC07-111821-RAM	
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	
Place Services, Inc.	FL-R4-GC03-111821-PLA	
Mechanical Services of Central Florida, Inc.	FL-R3-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	
Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	
Place Services, Inc.	FL-R6-GC06-111821-PLA	
Place Services, Inc.	FL-R8-GC09-111821-PLA	
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	
Solares Electrical Services, Inc.	FL-R10-E03-111821-SES	
Johnson-Laux Construction, LLC	FL-R5-GC07-111821-JLC	
Johnson-Laux Construction, LLC	FL-R10-GC11-111821-JLC	
RAM Construction & Development	FL-R1-GC08-111821-RAM	
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	
Mechanical Services of Central Florida, Inc.	FL-R7-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R2-HVAC03-111821-MSF	
Millers Plumbing & Mechanical, Inc.	FL-R2-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	
Place Services, Inc.	FL-R2-GC03-111821-PLA	
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	
Millers Plumbing & Mechanical, Inc.	FL-R4-HVAC01-111821-MPM	
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	
McKenzie Contracting, LLC	FL-R8-CC03-111821-MCL	
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R2-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R7-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R8-GC03-111821-FHP	
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	
Jewel of the South	FL-R10-GC06-111821-JOS	
JOC Construction	FL-R5-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R3-GC02-111821-FHP	
Advanced Roofing, Inc.	FL-R3-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	
Integrated Fire & Security Solutions, Inc.	FL-R7-E03-111821-IFS	
Integrated Fire & Security Solutions, Inc.	FL-R9-E03-111821-IFS	
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R1-GC02-111821-FHP	

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Hall Mechanical and Air Conditioning LLC	FL-R6-HVAC01-111821-HMA	
Amici Engineering Contractors	FL-R7-CC03-111821-AME	
Amici Engineering Contractors	FL-R10-GC10-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R7-HVAC01-111821-HMA	
Johnson-Laux Construction, LLC	FL-R4-GC07-111821-JLC	
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	
JOC Construction	FL-R3-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	
Amici Engineering Contractors	FL-R7-GC08-111821-AME	
Hall Mechanical and Air Conditioning, LLC	FL-R10-HVAC01-111821-HMA	
Amici Engineering Contractors	FL-R3-CC03-111821-AME	
Amici Engineering Contractors	FL-R4-CC01-111821-AME	
Amici Engineering Contractors	FL-R5-CC03-111821-AME	
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	
Jewel of the South	FL-R5-GC01-111821-JOS	
Jewel of the South	FL-R9-GC02-111821-JOS	
Centennial Contractors Enterprises, Inc.	FL-R9-GC08-111821-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R4-GC02-111821-FHP	
JOC Construction	FL-R4-GC04-111821-LRI	
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	
JOC Construction	FL-R6-GC05-111821-LRI	
JOC Construction	FL-R9-GC07-111821-LRI	
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	
Integrated Fire & Security Solutions Inc	FL-R6-E03-111821-IFS	
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R5-GC02-111821-FHP	
Integrated Fire & Security Solutions, Inc.	FL-R8-E03-111821-IFS	
Jewel of the South	FL-R3-GC01-111821-JOS	
JOC Construction	FL-R1-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	
Amici Engineering Contractors	FL-R8-PAC04-111821-AME	
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	
Jewel of the South	FL-R4-GC01-111821-JOS	
Jewel of the South	FL-R7-GC01-111821-JOS	
Advanced Roofing, Inc.	FL-R8-E01-111821-ADR	
Amici Engineering Contractors	FL-R1-CC03-111821-AME	
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	
JOC Construction	FL-R7-GC05-111821-LRI	
Advanced Roofing, Inc.	FL-R4-HVAC02-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R6-GC07-111821-CCE	
Johnson-Laux Construction, LLC	FL-R2-GC06-111821-JLC	
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	
Amici Engineering Contractors	FL-R9-CC03-111821-AME	
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R8-GC07-111821-CCE	
Centennial Contractors Enterprises, Inc.	FL-R10-GC12-111821-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R10-GC07-111821-FHP	
Integrated Fire & Security Solutions, Inc.	FL-R2-E02-111821-IFS	
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	

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Amici Engineering Contractors	FL-R10-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R2-HVAC02-111821-ADR	
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R6-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R9-GC03-111821-FHP	
Jewel of the South	FL-R2-GC01-111821-JOS	
Jewel of the South	FL-R6-GC01-111821-JOS	
Jewel of the South	FL-R8-GC02-111821-JOS	
Advanced Roofing, Inc.	FL-R7-HVAC02-111821-ADR	
JOC Construction	FL-R8-GC08-111821-LRI	
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	
HCR Construction, Inc.	FL-R2-GC08-111821-HCR	
Jewel of the South	FL-R1-GC01-111821-JOS	
JOC Construction	FL-R2-GC04-111821-LRI	
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R3-HVAC02-111821-ADR	
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	
Amici Engineering Contractors	FL-R6-CC03-111821-AME	
Amici Engineering Contractors	FL-R8-CC04-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R8-HVAC01-111821-HMA	
Hall Mechanical and Air Conditioning LLC	FL-R9-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	
Johnson-Laux Construction, LLC	FL-R1-GC06-111821-JLC	
Amici Engineering Contractors	FL-R2-CC03-111821-AME	
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	
Johnson-Laux Construction, LLC	FL-R3-GC06-111821-JLC	
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R6-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	

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SOURCEWELL
STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

7/18/2023

Resolution No. 2023_16

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Dental Equipment, Supplies, and Related Solutions
Requesting Board permission to Re-Solicit the following categories:
Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
Cooper Lighting	041123-CPL	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Hellas Construciton	041123-HLC	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Musco Sports Lighting	041123-MSL	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Schreder Lighting	041123-SRD	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Techline Sports Lighting	041123-TCE	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
FERNO Washington	041823-FNO	*"Critical Care and EMS Equipment"*
McKesson Medial-Surgical Government Solutions	041823-MML	*"Critical Care and EMS Equipment"*
School Health Corporation	041823-SHC	*"Critical Care and EMS Equipment"*
Stryker Canada	041823-STK	*"Critical Care and EMS Equipment"*
Stryker Sales	041823-STY	*"Critical Care and EMS Equipment"*
ZOLL Medical Corporation	041823-ZLL	*"Critical Care and EMS Equipment"*

CONTRACT EXTENSIONS

Supplier Name	**Contract Number**	**Solicitation Title**
Shaw Industries	080819-SII	*"Flooring Materials with Related Supplies and Services"*

NEW IDIQ CONTRACTS

Company Name	**Contract Number**	**Region - Type of Work**
Vazquez Commercial Contracting	KS-R1-GC-061323-VCC	Region 1 - Western Kansas - General Construction
The Wilson Group, Inc.	KS-R1-GC-061323-TWG	Region 1 - Western Kansas - General Construction
BKM Construction, LLC	KS-R1-GC-061323-BKM	Region 1 - Western Kansas - General Construction
CORE Construction	KS-R1-GC-061323-CCT	Region 1 - Western Kansas - General Construction
Julius Kaaz Construction Company	KS-R1-GC-061323-JKC	Region 1 - Western Kansas - General Construction
Haren Companies	KS-R1-GC-061323-HAC	Region 1 - Western Kansas - General Construction
Henderson Building Solutions, LLC	KS-R1-GC-061323-HBS	Region 1 - Western Kansas - General Construction
Vazquez Commercial Contracting	KS-R1-HVAC-061323-VCC	Region 1 - Western Kansas - Mechanical/HVAC
Vazquez Commercial Contracting	KS-R1-E-061323-VCC	Region 1 - Western Kansas - Electrical
BKM Construction, LLC	KS-R1-PAC-061323-BKM	Region 1 - Western Kansas - Pavement/Asphalt/Concrete
Julius Kaaz Construction Company	KS-R1-PAC-061323-JKC	Region 1 - Western Kansas - Pavement/Asphalt/Concrete
Vazquez Commercial Contracting	KS-R2-GC-061323-VCC	Region 2 - Eastern Kansas - General Construction
The Wilson Group, Inc.	KS-R2-GC-061323-TWG	Region 2 - Eastern Kansas - General Construction
MTS Contracting, Inc.	KS-R2-GC-061323-MTS	Region 2 - Eastern Kansas - General Construction
BKM Construction, LLC	KS-R2-GC-061323-BKM	Region 2 - Eastern Kansas - General Construction
CORE Construction	KS-R2-GC-061323-CCT	Region 2 - Eastern Kansas - General Construction
Julius Kaaz Construction Company	KS-R2-GC-061323-JKC	Region 2 - Eastern Kansas - General Construction
Haren Companies	KS-R2-GC-061323-HAC	Region 2 - Eastern Kansas - General Construction
Henderson Building Solutions, LLC	KS-R2-GC-061323-HBS	Region 2 - Eastern Kansas - General Construction
Vazquez Commercial Contracting	KS-R2-HVAC-061323-VCC	Region 2 - Eastern Kansas - Mechanical/HVAC
Vazquez Commercial Contracting	KS-R2-E-061323-VCC	Region 2 - Eastern Kansas - Electrical
BKM Construction, LLC	KS-R2-PAC-061323-BKM	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete
Julius Kaaz Construction Company	KS-R2-PAC-061323-JKC	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete

IDIQ Contract Extensions

Company Name	**Contract Number**	
None		

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #041123
Entitled

Sports Lighting Solutions with Related Technology, Equipment, and Services

The following advertisement was placed February 21, 2023 in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, February 22, 2023 in Oregon's *Daily Journal of Commerce*, and February 21 and February 28, 2023 in *The Oklahoman*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Afcomm, LLC	Musco Sports Lighting, LLC
Ainsworth, Inc.	Power-Flo Technologies
Alani Restoration Construction, LLC	Premier Sports Lighting, LLC
Alco Building Solutions	PWXPress
Alpha Supply, LLC	Qualite Sports Lighting, LLC
Ambor Structures, Inc.	Regina Construction Association
Apadana, LLC	Schreder Lighting, LLC
Atlas American Lighting	Sequel Electrical Supply, LLC
Conrad Lighting Solutions, Inc.	Shinetoo Lighting USA, LLC
Cooper Lighting, LLC	Simply Bright Ideas, Inc.
Daybreak LED, LLC	Skilled Services, LLC
Del Innovation Design, Inc.	Sled Consulting, LLC
DIAMOND POWER CONSULTANT GROUP, INC.	Source Atlantic, Ltd.

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Environmental Energy, LLC	SX Energy Efficiency Solutions, Inc.
Hellas Construction, Inc.	Techline Sports Lighting, LLC
Houle Electric, Ltd.	Think Green Solutions, Inc.
Illumination Technology Group, LLC	Unique Lighting & Control Corp.
LEDVANCE	Victoria Communication Services, Inc.
Luna By The Moon, LLC	Wesco Distribution Canada
Mid Atlantic High Reach	Weston Solutions
Mled Tech, LLC	Zooks Welding, LLC
MONTIMBER DS, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on April 11, 2023 at 4:31:34 pm CT. Proposals were received from the following:

Alpha Supply, LLC
Cooper Lighting, LLC
Daybreak LED, LLC
Hellas Construction, Inc.
LEDVANCE
Musco Sports Lighting, LLC
Schreder Lighting, LLC
Shinetoo Lighting USA, LLC
Techline Sports Lighting, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst
Michael Muñoz, CPPB, Procurement Analyst
Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Cooper Lighting, LLC is offering a broad array of indoor and outdoor sports lighting products for small applications to large stadiums and for new construction and retrofit projects. A standard five or ten year warranty applies to material purchases with the option to add labor warranties and service contract options. They are providing participating entities in the United States and Canada a solid discount off MSRP.

Hellas Construction, Inc. is offering turn-key solutions from retrofits to new sports light projects. They provide sports lighting solutions, installation, warranty service, and training. They have a large sales and service force that can accommodate many projects concurrently in the United States. Hellas Construction, Inc. is providing Sourcewell participating entities a competitive discount off list pricing.

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Musco Sports Lighting is a manufacturer of sports lighting solutions, technology, software, project management, installation services, and maintenance services. These products and services are supported by a 25-year or 10-year warranty. Their product offering is available to Sourcewell participating entities across the USA and Canada through their dedicated sales, operation, maintenance, and customer service team. All products and services proposed are being provided at competitive, discounted rates off MSRP, with competitive financing solutions through Musco Finance.

Schreder Lighting, LLC is offering sports light solutions, lighting photometry design, engineering of poles and brackets, controls and electrical engineering support, project management and installation through electrical contractor partners. Their direct sales team and agent representatives are available to Sourcewell participating entities throughout the United States and Canada. Schreder Lighting, LLC is providing a solid discount off list pricing.

Techline Sports Lighting is a manufacturer of sports lighting solutions and provides new and retrofit lighting design, installation, and support. These products and services are being provided throughout the United States by a direct sales team and agency representatives. Sourcewell's participating entities will have access to a competitive discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #041123 to:

Cooper Lighting, LLC	#041123-CPL
Hellas Construction, Inc.	#041123-HLC
Musco Sports Lighting, LLC	#041123-MSL
Schreder Lighting, LLC	#041123-SRD
Techline Sports Lighting, LLC	#041123-TCE

The preceding recommendations were approved on June 14, 2023.

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Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Brandon Town
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Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

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DocuSigned by:
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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
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Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #041123** for **Sports Lighting Solutions with Related Technology, Equipment, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

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Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

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administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

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RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco’s Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don’t exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco’s Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

Musco Sports Lighting, LLC #041123-MSL

Pricing for contract #041123-MSL is provided at 5% off list price for materials to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount for the materials applied.

Quote

Date: 3/25/2025

Project: Paige Avenue Pickleball Facility
New Smyrna Beach, FL

To: Robert Salazar

Musco Project Number: 237284

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Pole Installation

Lighting

Pickleball Six (6) Courts .....*$ 115,500.00*

Sales tax and bonding are not included.
Quote is confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 45fc and 2.5:1 uniformity.

System Description

- Factory aimed and assembled luminaries
- (5) Galvanized steel poles
- (5) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- (2) Push Button Strobe player activated system

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

- Scope of work outlined below.

2016, 2025 Musco Sports Lighting, LLC • M-2168-enUS-17

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 140 mi/h, Exposure C, Importance Factor I.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 352-665-0578
E-mail: danny.sheldon@musco.com

2016, 2025 Musco Sports Lighting, LLC • M-2168-enUS-17

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE AWARD OF BID TO GREG REYNOLDS CONSTRUCTION LLC FOR, ITB 10-25-AIR, AMERICAN AERO SERVICES BUILDING RENOVATION.

May 13, 2025

Background:

1501 Airway Circle is the largest airport hangar at the New Smyrna Beach airport measuring 29,600 total square feet. Built in 1981, the building is in average condition overall. The east end of the hangar originally included an apartment/office space that was abandoned due to mold. Staff has mitigated the mold and demolished the interior space with the intent to create an industrial storage area to maximize the leasable space.

Staff advertised ITB 10-25-AIR on February 27, 2025. The project scope is to remove siding on a fourth of the building, repair/replace damaged support purlins, install new HVAC plumbing, LED lighting, remove old windows, install new insulation, siding, and a man door facing the ramp. This will aid in improving and protecting the building for the current tenant American Aero, or any future tenants, for years to come.

On April 2, 2025, in response to the advertisement, 10 bids were received. Greg Reynolds Construction submitted the lowest bid at $207,680.00.

All bids received were:

- Greg Reynolds Const. LC $207,680.00
- S.A. Casey Construction $235,700.00
- APM Construction Corp. $263,300.00
- Florida Coast to Coast Construction $278,000.00
- Boulevard Contractors Corp. $399,680.00
- Grass Creek Construction $410,000.00
- Saboungi Construction, Inc. $441,300.00
- A.G. Pifer Construction Co. Inc. $493,930.74
- JJ Pro Management LLC $532,875.00
- FSV Construction Company $577,716.00

Findings:

Staff recommends the Award of Bid to Greg Reynolds Construction LLC for, ITB 10-25-AIR, American Aero Services Building Renovation.

Fiscal Analysis:
10454201.563203 for $207,680.00

Funds will be transferred from the Airport General Fund once approved. This was originally budgeted for FY 24 but design took longer than anticipated.

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

ITB 10-25-AIR AMERICAN AERO SERVICE BLDG RENOVATION.pdf
Bid Tabulation.pdf
Awarded Proposal - Gregg Reynolds.pdf
GREG RENOLDS CONSTRUCTION CONTRACT.pdf
Avcon (Consultant) Recommendation Letter of Award.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

ITB 10-25-AIR

NEW SMYRNA BEACH AIRPORT - AMERICAN AERO SERVICES BUILDING RENOVATION

RELEASE DATE: February 27, 2025
DEADLINE FOR QUESTIONS: March 21, 2025
RESPONSE DEADLINE: April 1, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

ITB 10-25-AIR

New Smyrna Beach Airport - American Aero Services Building Renovation

I. Introduction .....
II. General Definitions .....
III. General Information .....
IV. Project Specific .....
V. Total Bid Proposal .....
VI. Terms and Conditions .....
VII. Insurance Requirements .....
VIII. Contractor Specific .....
IX. Required Responses .....

Attachments:
A - Public Records
B - Draft Contract
C - City Forms
D - Bond Forms
E - ITB 10-25-AIR - Bid Drawings and Specifications
F - ITB 10-25-AIR - Form C402-2023_Energy Calcs

I. Introduction

Thank you in advance for your interest in doing business with the City of New Smyrna Beach.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of sixty (60) days from public opening.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses to this solicitation are deemed a public record and are open to the public as provided for in said Statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible and responsive Bidder which best meets the specifications and serves the overall needs of the city. Bids should be prepared in accordance with the instructions herein and all bid prices are rechecked thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal. The city reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The city may withdraw all or part of this ITB at any time to protect the interests of the city.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

I.A Summary

The City of New Smyrna Beach is seeking sealed bids from qualified and licensed Contractors for the New Smyrna Beach Airport - American Aero Services Building Renovation.

Bid documents are available through the City's eProcurement Portal at https://procurement.opengov.com/portal/cityofnsb, document 10-25-AIR.

This project will be funded by the New Smyrna Beach Municipal Airport through local funds only. The award of this Contract will be contingent upon receipt of bids within the budgetary constraints, which are not disclosed at this time.

All required documents shall be completed and submitted through the City's eProcurement Portal.

I.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the city is composed of an elected five-member City Commission consisting of the mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

I.C Contact Information

Janet Vivian
Purchasing Agent
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

I.D Timeline

All dates are tentative. The City reserves the right to change scheduled dates.

Issue Invitation to Bid Notice	February 27, 2025
Pre-Bid Meeting (Non-Mandatory)	March 12, 2025, 11:00am In Person: New Smyrna Beach Airport, Administration Building, 602 Skyline Dr, New Smyrna Beach, FL 32168 Teams: Call in (audio only): 786-636-1338 Phone Conference ID: 570 593 416#
Deadline for Written Questions	March 21, 2025, 5:00pm
Bid Due Date	April 1, 2025, 5:00pm

Bid Opening	April 2, 2025, 10:00am Microsoft Teams Meeting: Link to join the meeting is listed on the City of New Smyrna Beach Website, Under Departments, Finance, then Bids. or call in (audio only): 786-636-1338 Phone Conference ID: 784 389 827#
Recommendation to the Commission	April 29, 2025

II. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", "Contractor", "Company", "Firm", "Corporation", "Business", "Proposer," "Respondent", and/or "Vendor," are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

II.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

CCNA: Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Engineer: For this project, reference to the Engineer shall refer to City Engineer, Dan Nickols, P.E., Avcon, Inc. or his designee.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

III. General Information

III.A Acceptance of Conditions

Within ninety (90) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

III.B Ambiguity, Conflict, or Other Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the bidder shall immediately notify the Purchasing Agent, noted herein, of such error

in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

III.C Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

III.D Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

III.E Bid Bond

The bid response shall be accompanied by a Bid Security of no less than ten (10%) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10%) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Bidder shall enter into an agreement if awarded to the Bidder;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most

responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Thursday, January 9, 2025. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

III.F Bid Opening

Electronic bids will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received bids will be publicly opened, and the Bidders' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Bidders may contact the City's Purchasing Agent to obtain information to view the live bid opening. No discussion of the proposals will occur at this time.

III.G Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

III.H Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

III.I City's Rights

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept that bid or combination of bids, which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

III.J Collusion

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The Bidder, by affixing its signature to a submitted bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

III.K Completeness and Compliance

Submitted Bids shall contain the information as required in this solicitation. Failure to submit the required information, or bids that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

III.L Contract

The City shall evaluate the received submittals prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the bidder.

The successful Bidder shall execute and return the agreement to the City, within fourteen (14) days after receipt. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure on the part of the successful Bidder to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next

lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

III.M Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office Personnel, concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a contract and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department for further review or otherwise and does not take action on the item, the cone of silence/lobbying black-out period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, proposers, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, City Staff, and/or any member of the evaluation committee concerning an active solicitation during the cone of silence/lobbying black-out period.

III.N Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

III.O Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

III.P Due Date

Electronic bids shall be received prior to 5:00 pm on Tuesday, April 1, 2025 via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding bidders for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during bid submission.

Received bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

III.Q Evaluation of Bids

If a recommendation of an award is made, it shall be made to the most responsive and responsible bidder whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth herein.

The successful bidder must be registered on Sunbiz and licensed to do business in the State of Florida.

III.R Federal and State Tax

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

III.S Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract, venue of any court action shall be in Volusia County, Florida.

III.T Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any bidder receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded bidder to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

III.U Inquiries

To ensure fair consideration for all parties, the city prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Friday, March 21, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Bidders must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Bidders are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted bid.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

III.V Joint Ventures

Bidders that are intending to submit a bid as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid. Please refer to Section 489.119 Florida Statutes.

Joint venture bidders must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein

III.W Judgements/Legal Findings

By submitting a bid for consideration, the bidder affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

III.X Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

III.Y Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded bidder shall hold and save the City of New Smyrna Beach, its

officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

The bidder shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless against claims by third parties resulting from the bidder'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.

III.Z Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed bid methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

III.AA On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that bidders register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

III.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

III.CC Pre-Bid Meeting

There will be a non-mandatory pre-bid meeting and site visit for this project. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D, Timeline.

III.DD Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting bids, proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or bidder for cause.

III.EE Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any bidder in the preparation of its bid or proposal in response to this solicitation, nor for the presentation of its bid or proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

III.FF Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

III.GG Protest Procedures

A. Bidders or proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

III.HH Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor 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 ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

III.II Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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 public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

III.JJ Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

III.KK Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible bidders for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a bidder for clarification of a submittal shall be in writing. Bidder's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its bid.

III.LL Single Proposal

Each bidder must submit, with their bid, the required forms included in this solicitation. Only one bid from a legal entity as a primary shall be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other bidder submitting under the same solicitation.

The received bids in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

III.MM State Registration Requirements

Bidders submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

III.NN Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

III.OO Unbalanced Bids

As determined by the City, the city may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

III.PP Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.

B. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

IV. Project Specific

IV.A Statement of Work:

Statement of Work: This project is to renovate approximately 3,300 SF of the existing second floor to the APM building located at 1501 Airway Circle within the New Smyrna Beach Airport. The design for this building shall conform to the 2023 Florida Building Code 8th Edition & 2023 Florida Fire Prevention Code 8th Edition.

The area will be broken up into two (2) storage areas (exposed to deck) divided by an existing wall that does not go all the way up to deck and shall consist of the following:

- Structural components that have been analyzed by the Architect have been indicated for removal/replacement and/or cleaning and salvaging.
- Exterior metal wall panel cladding will be removed in its entirety and replaced to match the profile of the existing hangar doors. Exterior wall shall have new insulation and drywall to conceal structural cavity.
- Several windows will be removed all together, however there will only be two (2) sets of brand-new storefront windows on the second floor and one (1) 3'-0" wide storefront door on the first floor.
- NO Plumbing Scope. The existing bathroom is upstairs but there is to be no scope inside.
- Fire protection upgrades will be completed in accordance with the project documents.
- The existing mechanical units and condensing units are new and will remain; however, scope requires new duct (wrapped) and diffusers throughout the two areas.

- Electrical scope will consist of all new LED suspended lighting throughout the area. The client does not require any more power and shall utilize all existing wall outlets. The existing panel is located on the second floor within a dedicated room.
- This list is not inclusive of all upgrades and rehabilitation tasks included in the Contract. Closely examine the project bid drawings and specifications for all details related to the proposed rehabilitation scope of services.

Drawings: Drawings are provided in the Attachment Section of this document and are incorporated by reference to the awarded agreement, which contains technical specifications for the work to be completed, in addition to drawings and other terms and conditions with which Contractor shall comply. The general character and scope of the work are illustrated by the drawings titled as follows:

10-25-AIR, New Smyrna Beach Airport - American Aero Services Building Renovation

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

A. The Contractor shall check all drawings and specifications immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies.

B. The Contractor shall compare all drawings and verify the figures before laying out the work and shall be responsible for any errors, which might have been reasonably avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may required to achieve the intent of the bid documents.

Copies of Drawings and Specifications Furnished: The Owner shall furnish to the Contractor an electronic file of drawings and specifications (spec on plan) necessary for the execution of the work. One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

IV.B Changes

Compliance with Specifications and Drawings: All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

C. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

D. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

E. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

IV.C Clean-up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

IV.D Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities

accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

IV.E Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

V. Total Bid Proposal

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder with the Base Bid, Bid Alternate "A", Bid Alternate "B", or any combination thereof as determined to be in the best interest of the City and their funding partners.

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, most responsive and responsible bidder with the Base Bid, Bid Alternate "A", Bid

Alternate "B", or any combination thereof as determined to be in the best interest of the City and their funding partners.

The uploaded price proposal in Section IX must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

ITB 10-25-AIR - BASE BID - AMERICAN AERO SERVICES BUILDING RENOVATION

This total lump sum price shall include the cost of permitting, inspections, testing, approvals, construction, installations, materials, labor, and incidentals. The bidder shall be required to submit a schedule of values after bid acceptance for progress measurements and payments in accordance with the Contract.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	American Aero Services Building Renovation, Fully Completed, Permitted, Inspected, Approved, and Ready for Occupancy in Accordance with the Plans and Specifications.	1	LS		
TOTAL					

VI. Terms and Conditions

VI.A Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VI.B Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material,

and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond

satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VI.C Performance Bonds

A. Within fourteen (14) days of executing an agreement, the successful bidder shall deliver to the Owner, if required as a part of the Contract Documents identified in "General Conditions", an executed bond in the amount of One hundred (100%) percent of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the form of bond attached hereto or the Bond Company's document, and have as surety thereon such company or companies approved by the Owner and authorized to transact business in the State of Florida.

B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

VI.D Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VI.E Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression “or approved equal” is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner’s interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. *NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS.* The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VI.F Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to

the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the

Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VI.G Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VI.H Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VI.I Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and, shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VI.J Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or

breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VI.K Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No 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, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VI.L Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of

Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VI.M Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VI.N Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents for notice of direction to the City shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the City shall then be made as specified in "The Authority and Duties of the City - Status of the City" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages: Any claims for damages by the Contractor against the City arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages: If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, or contained within any storage facility. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay

until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be ONE HUNDRED FIFTY ($150.00) FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such engineering expense shall be considered to be equal to the job payroll of the City plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the City.

VI.O Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within ONE HUNDRED TWENTY (120) DAYS thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

VII. Insurance Requirements

Contractor's and Subcontractor's Insurance Requirements

VII.A Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 300,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured Bodily Injury (Per Accident) $

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

VII.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

VII.C Additional Types of Insurance

Builder's Risk Insurance - a special type of property insurance which indemnifies against damage to buildings while they are under construction. The City required this insurance at a level of 100% Value of Project.

VII.D Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of the subcontractor's employees not otherwise protected under such provisions.

VII.E Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

VII.F Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

VII.G Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contactor and Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed the Contractor, and also against and of the special hazards which may be encountered in the performance of this Contract.

VII.H Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above.

VII.I Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the Subcontractors in his own policy.

VII.J Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

VII.K Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

VIII. Contractor Specific

VIII.A Authority and Duties of the Engineer

Status of the Engineer: The work shall be subject at all times to the review of the Engineer or designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of “Notice”, referenced in "Definitions and Terms".

Inspection and Examination of the Work:

A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor’s duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements

thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions.

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

VIII.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

C. All subcontracts shall include the aforementioned audit and record keeping requirements.

VIII.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner at all times during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in Contractor’s absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

VIII.D Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

VIII.E Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

VIII.F E-Verify (Verification of Employment Status)

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vender enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the

subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

VIII.G Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

VIII.H Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

VIII.I Public Records

All material submitted regarding this bid becomes the property of the City. Bid documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.
Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2637, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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 public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

VIII.J Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or

whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

VIII.K Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

VIII.L Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

VIII.M Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

IX. Required Responses

IX.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

IX.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

IX.C Employer Identification Number*

Please provide the Employer Identification Number

*Response required

IX.D Professional Licenses *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

IX.E Solicitation Document Review*

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

IX.F Bid Bond*

The bid response shall be accompanied by a Bid Security of no less than ten (10%) percent of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10%) percent of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Thursday, January 9, 2025. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

*Response required

IX.G Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within 14 working daysafter the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

IX.H Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

IX.I Drug-Free Workplace Certification*

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace.

b. The employer's policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation, and employee assistance programs, and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

a. Abide by the terms of the statement; and

b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.

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

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

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

☐ Please confirm
*Response required

IX.J References *

Upload as one (1) PDF file, a minimum of five (5) years' experience. Bidders must provide at least three (3) current customers and two (2) previous, within the past five (5) years.

If applicable, please list the examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s),

e-mail addresses, telephone and fax numbers, and length of contract. These references may be contacted during the evaluation process.

*Response required

IX.K Required Documentation and City Required Forms *

Upload as one (1) PDF completed City Forms packet provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

*Response required

IX.L Compliance with Federal Contract Provision: Civil Rights - General *

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

☐ Please confirm
*Response required

IX.M Compliance with Federal Contract Provision: Civil Rights - Title VI Assurances*

The City of New Smyrna Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

· Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

· 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

· The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

· Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

· The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

· Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

· The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

· Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

· The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

· Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

· Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

· Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the

Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

☐ Please confirm
*Response required

IX.N Compliance with Federal Contract Provision: Occupational Health and Safety Act of 1970*

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

☐ Please confirm
*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _ _ _ _ _ _, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____ Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 10-25-AIR, New Smyrna Beach Airport – American Aero Services Building Renovation.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 10-25-AIR, New Smyrna Beach Airport – American Aero Services Building Renovation.
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ _____

Spelled out: _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within One Hundred Twenty **(120)** consecutive

calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($250)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid w/Addendums
- Construction Specifications
- Drawings
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

DRAFT

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No 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, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only

and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
_____	_____
Address	*Address*
_____	_____
City, State, Zip	*City, State, Zip*
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

DRAFT

City of New Smyrna Beach

Proposal Response

Title of Project Name: **New Smyrna Beach Airport - American Aero Services Building Renovation.**

Project ID: **10-25-AIR**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	ITB 10-25-AIR
BID TITLE:	New Smyrna Beach Airport - American Aero Services Building Renovation

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"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 public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR 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."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with 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. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed 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 _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 10-25-AIR, New Smyrna Beach Airport - American Aero Services Building Renovation.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

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

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,

(hereinafter called Principal) and _____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of_____, with its principal offices in the City of _____, authorized to do business in the State of Florida, in the full and just sum of _____ Dollars ($_____), good and lawful money of the United State of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the _____, Florida, a bid for the construction of _____in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

By_____

_____
Surety

ATTEST: By _____

_____
(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called the Principal,

and_____

(Name of Surety)

_____
(Address of Surety)

hereinafter called **SURETY,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of_____

_____ **Dollars,** (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of_____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST: _____
Principal

By: _____

_____
(Principal) Secretary

(SEAL)

_____

____
_____
(Witness as to Principal)

_____ _____

(Address)

_____

ATTEST:

_____ _____
(Surety) Secretary (Surety)

(SEAL)

_____ By: _____
Witness as to Surety Attorney-in-Fact

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called **Surety,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of _____

_____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By: _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

By: _____
Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

New Smyrna Beach Airport
American Aero Services Building Renovation

100% Construction Documents
November 8, 2024

NEW SMYRNA BEACH

MAYOR AND COUNCIL MEMBERS:

Mayor: Fred Cleveland
Vice Mayor & Zone 1 Commissioner: Valli Perrine
Zone 2 Commissioner: Lisa Martin
Zone 3 Commissioner: Jason McGuirk
Zone 4 Commissioner: Randy Hartman

CITY MANAGER:

Mr. Kevin Cowper

STATE OF FLORIDA
JAMES L. MOORE
AR95890
REGISTERED ARCHITECT

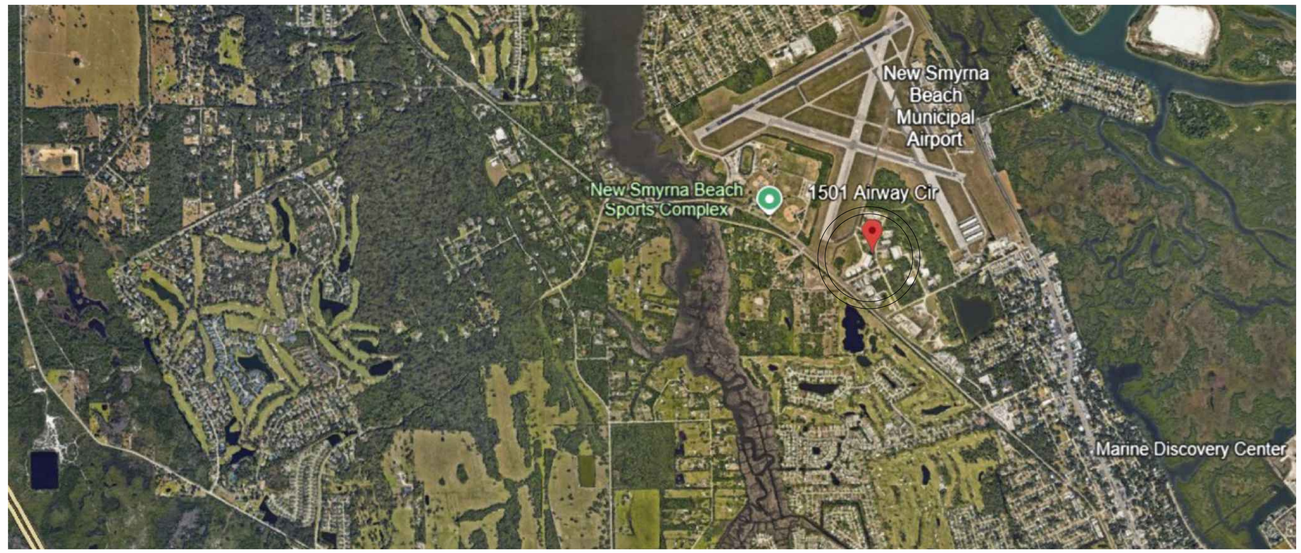
Digitally signed by James L Moore
Date: 2024.11.08 09:32:15 -05'00'

SHEET INDEX

CS	COVER SHEET
STRUCTURAL	
S101	GENERAL NOTES AND FRAMING ELEVATIONS
S102	FRAMING DETAILS
ARCHITECTURAL	
A001	ARCHITECTURAL INFORMATION
A101	DEMOLITION AND PROPOSED FLOOR PLAN
A201	REFLECTED CEILING PLAN
A601	DEMOLITION AND PROPOSED EXTERIOR ELEVATIONS
A701	MISCELLANEOUS DETAILS
MECHANICAL	
M000	MECHANICAL LEGEND
M001	MECHANICAL SPECIFICATIONS
M201	FLOOR PLAN – MECHANICAL
M301	MECHANICAL DETAILS
ELECTRICAL	
E001	ELECTRICAL LEGEND
E002	ELECTRICAL SPECIFICATIONS
E201	ELECTRICAL LIGHTING – FLOOR PLAN
E301	ELECTRICAL DETAILS



1 CS STREET VIEW
N.T.S.



2 CS NSB AIRPORT – AERIAL
N.T.S.

NORTH

New Smyrna Beach Airport - American Aero Services Building Renovation

PRIME	CONSULTANTS	
AVCON **AVCON, INC.** ENGINEERS & PLANNERS 5555 E. MICHIGAN ST., ORLANDO, FL 32822 OFFICE: (407) 599-1122 CCA NUMBER: 5057 www.avconinc.com	Structural Engineer Kester Engineering 4105 Florida-11 DeLand, FL 32724 407.921.1617	Mechanical, Electrical, Plumbing & Fire Protection Engineer Joseph Lawrence & Co. 317 Riveredge Blvd. Suite 110 Cocoa, FL 32922 321.972.4466

All designs, plans, arrangements, and ideas represented or indicated by this drawing belong to and are the property of KMA Design Group, LLC and were created and developed for use on and in connection with the specified project. None of the designs, plans, arrangements, or ideas shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever whithout the written consent of KMA Design Group, LLC. Written dimensions shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and KMA Design Group, LLC must be notified of any variation from the dimensions and conditions shown by these drawings.

kma DESIGN GROUP, LLC
AR 92267
voice 407.810.2606
www.kmadg.net

SEAL
KMA 24-01055
STATE OF FLORIDA
JAMES L. MOORE
AR95890
REGISTERED ARCHITECT
James L. Moore, AIA
AR 95890

NEW SMYRNA BEACH AIRPORT
American Aero Services Building Reno.

1501 Airway Circle
New Smyrna Beach, FL 32168

REVISIONS:

Project No.:	24-01055
Date:	11/08/2024

CS

100% Construction Documents

1025

BUILDING CODES

A. ALL CONSTRUCTION SHALL CONFORM WITH THE 2023 (8th EDITION) FLORIDA BUILDING CODE

B. IN ADDITION, ALL CONSTRUCTION SHALL CONFORM WITH THE GOVERNING LOCAL BUILDING CODE OR LOCAL JURISDICTIONAL REQUIREMENTS.

DESIGN LOADS

A. THE DESIGN DEAD LOADING FOR ALL FRAMING IS BASED ON THE CONSTRUCTION MATERIALS SHOWN ON THE DRAWINGS AND INDICATED IN THE SPECIFICATIONS.

B. ROOF LIVE LOAD.....20 PSF

C. WIND DESIGN CRITERIA:
DESIGN WIND SPEED Vult = 139 MPH (Vasd = 108 MPH)
BUILDING RISK CATEGORY = II
WIND EXPOSURE CATEGORY = D
WINDOW, DOOR AND SIDING PRESSURES =+30/-40 PSF

GENERAL CONTRACTOR

A. ALL DIMENSIONS PROVIDES ON THE DRAWINGS ARE APPROXIMATE AND FOR ESTIMATION PURPOSES ONLY. CONTRACTOR SHALL CONDUCT AS-BUILT DIMENSIONS INCLUDING FLOOR AND ROOF ELEVATIONS. CONTRACTOR SHALL SCAN FOUNDATIONS AND WALLS WHERE INDICATED ON PLAN AND SUPPLY DIMENSIONS AND REBAR LOCATIONS AND SIZES TO E.O.R. DRAWING REVISIONS ARE LIKELY.

B. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR THE METHOD OF CONSTRUCTION AND SHALL PROVIDE ALL TEMPORARY BRACING AND SHORING REQUIRED TO MAINTAIN THE STABILITY OF THE STRUCTURE AND TO SUPPORT CONSTRUCTION LOADS DURING CONSTRUCTION. ANY SHORING OR BRACING ENGINEERING SHALL BE BY OTHERS.

STRUCTURAL AND MISCELLANEOUS STEEL

A. ALL STEEL CONSTRUCTION SHALL CONFORM TO THE 15TH EDITION OF THE AISC STEEL CONSTRUCTION MANUAL. THIS INCLUDES ANSI/AISC 360-16 "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS; 2014 RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS; AND THE ANSI/AISC 303-16: "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".

B. ALL STRUCTURAL STEEL (WIDE FLANGE BEAMS, COLUMNS, ETC.) SHALL CONFORM TO ASTM A 992 GRADE 50.

C. ALL CHANNELS SHALL CONFORM TO ASTM A A992. OTHER GRADES WITH Fy=50,000 PSI ALSO ALLOWED.

D. ALL MISCELLANEOUS STEEL (ANGLES, PLATES, ETC.) SHALL CONFORM TO ASTM A 36 HAVING A MINIMUM YIELD STRENGTH OF Fy = 36,000 PSI. ANGLES CONFORMING TO ASTM A572 GRADE 50 ARE ALSO ACCEPTABLE.

E. ALL STRUCTURAL STEEL TUBES SHALL CONFORM TO ASTM A 500, GRADE B OR C, HAVING A MINIMUM STRENGTH OF Fy = 46,000 PSI.

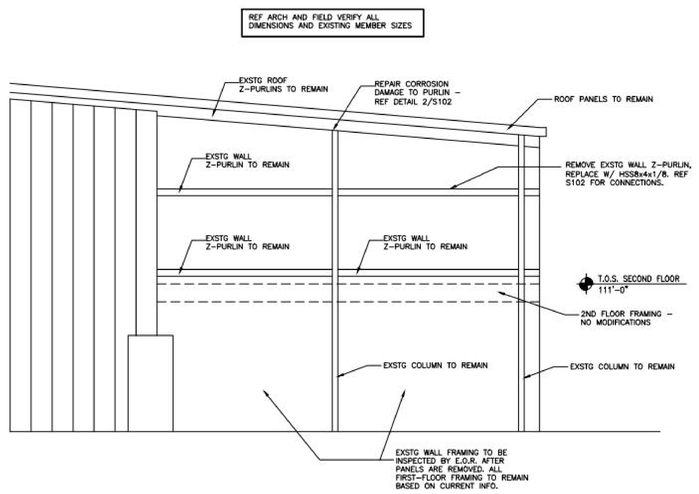
F. ALL-THREAD RODS (ATR) SHALL BE ASTM F1554 GRADE 36 OR GREATER STRENGTH (OR HILTI HAS-V-36).

G. ALL SHOP AND FIELD WELDS SHALL BE PERFORMED BY CERTIFIED WELDERS AND CONFORM TO THE AMERICAN WELDING SOCIETY CODE FOR BUILDINGS AWS D1.1. WELDS SHALL DEVELOP THE FULL STRENGTH OF MATERIALS BEING WELDED UNLESS OTHERWISE INDICATED. WELDS SHALL USE E70XX ELECTRODES.

H. ALL STRUCTURAL STEEL SHALL BE SHOP PAINTED WITH AN APPROVED CORROSION RESISTANT PRIMER AND SHALL BE PERFORMED IN STRICT ACCORDANCE WITH AISC AND SSPC SPECIFICATIONS AND THE MANUFACTURER'S RECOMMENDATIONS OR GALVANIZED PER SECTION H BELOW (OWNER TO APPROVE METHOD).

H. ALL STEEL MEMBERS THAT WILL BE PERMANENTLY EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123 FOLLOWING FABRICATION. STEEL SHALL ALSO BE PAINTED PER OWNER PROVIDED SPECIFICATIONS.

1 S-101 GENERAL NOTES
SCALE: NTS



2 S-101 EAST ELEVATION FRAMING
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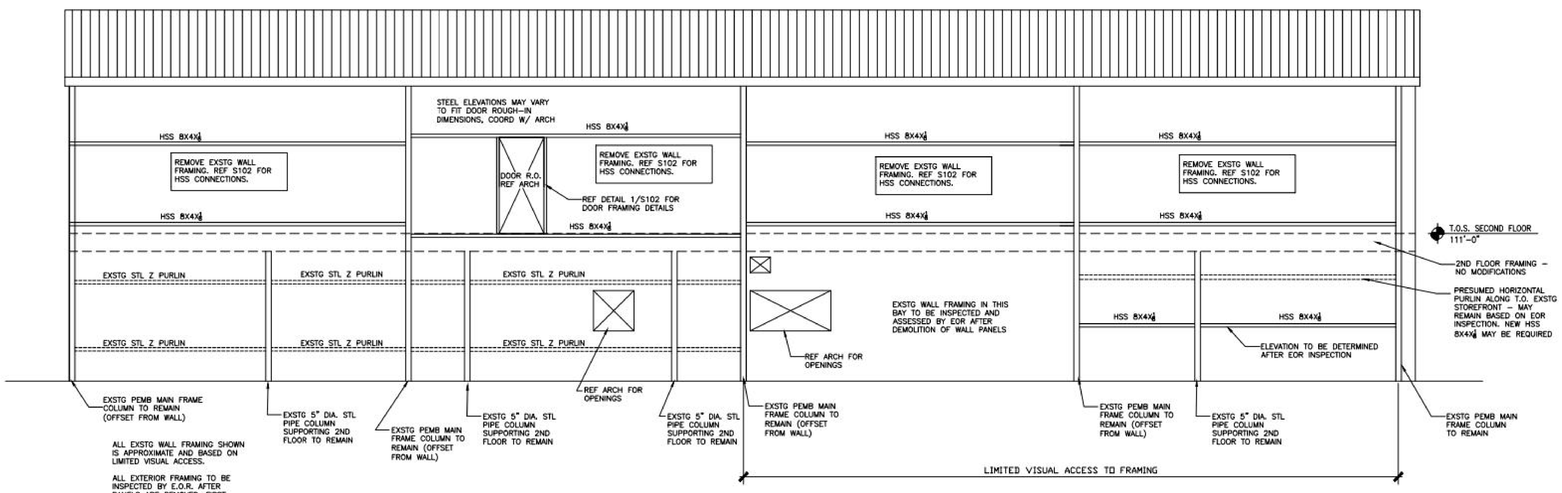

3 S-101 NORTH ELEVATION FRAMING
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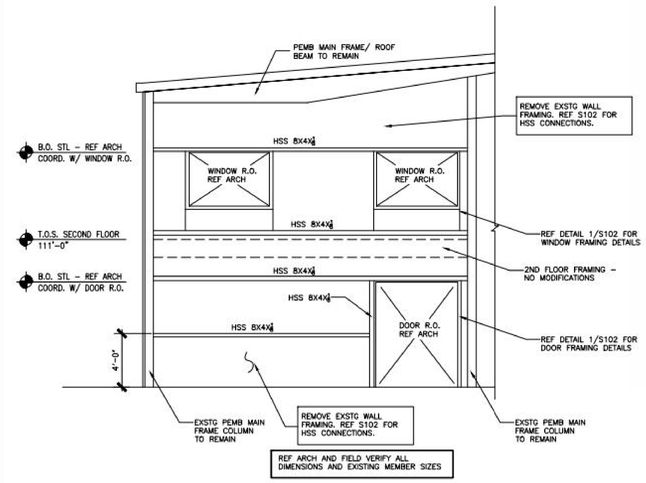

4 S-101 WEST ELEVATION FRAMING
SCALE: NTS

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Andrew Kester 2024.11.08 10:03:31-05'00'
Andrew Kester, Professional Engineer, State of Florida, License No. 60993.
This item has been digitally signed and sealed by Andrew Kester, PE, on November 8, 2024.
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NEW SMYRNA BEACH AIRPORT
American Aero Services Building Reno.

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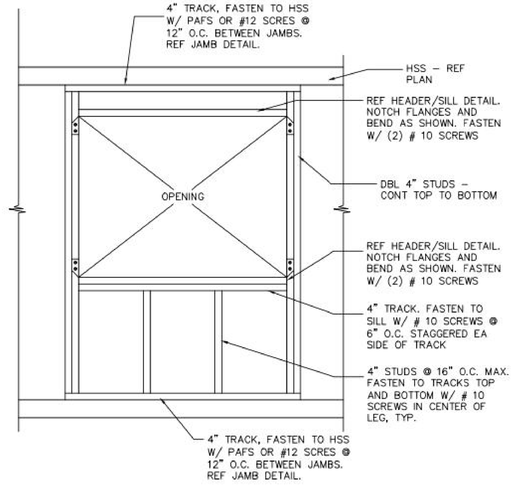
New Smyrna Beach, FL 32168

REVISIONS:	
Project No.:	24-01055
Date:	November 7, 2024
Drawn By:	AK
Checked By:	AK

GENERAL NOTES AND FRAMING ELEVATIONS

S101

100% Construction Documents



1 S-102 LT GA STL FRAMING DETAILS
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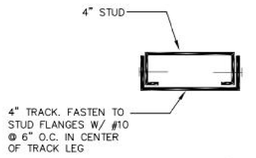
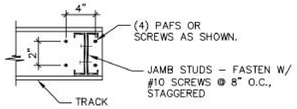


BUILT–UP HEADER/SILL



JAMB–TRACK DETAIL

COLD–FORMED STEEL FRAMING (LT GAGE)

A. COLD FORMED STEEL SHALL MEET THE FOLLOWING STANDARDS OF AMERICAN IRON AND STEEL INSTITUTE: AISI S100–16, AISI S240–15, AND AISI S202–15.

B. ALL MEMBER SIZES INDICATED ON DRAWINGS USE STANDARD AISI NOMENCLATURE. REFERENCE "COLD–FORMED STRUCTURAL FRAMING PRODUCTS TECHNICAL DESIGN GUIDE" BY CLARKDIETRICH FOR ADDITIONAL INFORMATION.

C. #8, #10, #12 SELF–DRILLING SCREWS AS INDICATED IN DETAILS SHALL BE BUILDEX TEK2 HWH. ALTERNATIVE SCREWS SHALL MEET OR EXCEED THE TENSION AND SHEAR CAPACITIES OF BUILDEX. LENGTH OF SCREW SHALL BE BASED ON THE FASTENER PENETRATING BEYOND THE METAL A MINIMUM OF 3 THREADS. WHERE ATTACHING TO HOT–ROLLED STEEL, UNO USE: #12–24 TEK 5 SELF–DRILLING.

D. POWDER–ACTUATED FASTENERS (PAFS) MINIMUM REQUIREMENTS:
–SHANK DIAMETER = 0.145"
–HEAD DIAMETER = 0.3"
–SPACING WHEN ATTACHED TO STEEL = 1.5"
–EDGE DISTANCE WHEN ATTACHED TO STEEL = ½"
–PAF MUST FULLY PENETRATE STEEL MEMBER
–SPACING WHEN ATTACHED TO CONCRETE = 4"
–EDGE DISTANCE WHEN ATTACHED TO CONCRETE = 3"
–MIN CONCRETE EMBED DEPTH = 1"

E. TYPICAL FRAMING SPECIFICATIONS UNO ON DRAWINGS

1) COLD–FORMED STEEL FRAMES AT 16" O.C. MAX.

2) INTERMEDIATE FRAMING MEMBERS AND BLOCKING REQUIRED TO SUPPORT WALL AND ROOF SHEATHING NOT IMPLICITLY SHOWN ON PLANS MAY BE ADDED USING SIZES AND CONNECTIONS AS INDICATED BELOW. ALTERNATIVELY MAY USE "CLARKDIETRICH TRADEREADY" JOIST BLOCKING.

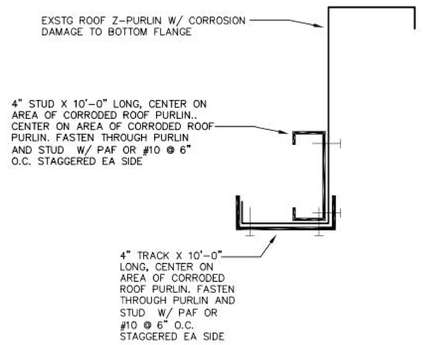
3) 6" STUDS UNO: 600S137–43 / 6" TRACKS UNO: 600T162–43

4) 6" STUD–TO–STUD CONNECTIONS W/ (6) #10 SCREWS. SPACE 2" O.C., 1" MIN EDGE DISTANCE.

5) 4" STUDS UNO: 400S137–43 / 4" TRACKS UNO: 400T162–43

6) 4" STUD–TO–STUD CONNECTIONS (INCLUDING 4" TO 6") W/ (4) #10 SCREWS. SPACE 2" O.C., ½" MIN EDGE DISTANCE.

7) UNO, ATTACH TRACKS TO STUDS W/ (1) #10 SCREW IN THE CENTER OF EA TRACK LEG.



2 S-102 ROOF PURLIN REPAIR
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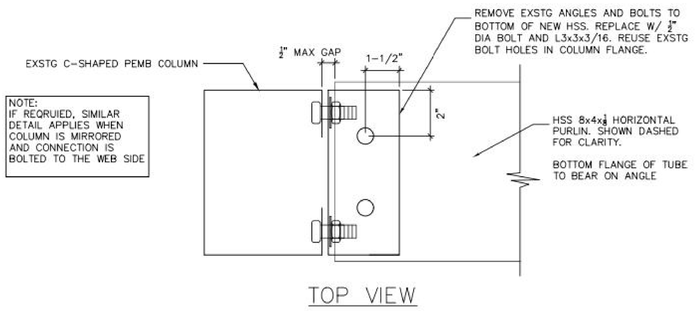
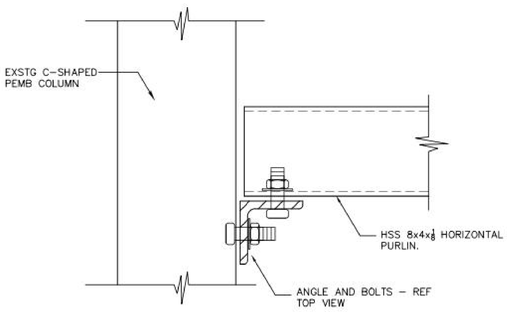
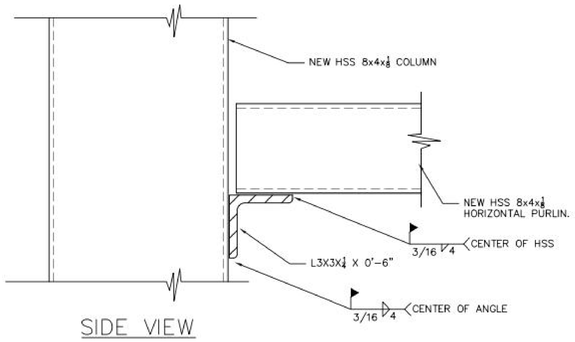


TOP VIEW



SIDE VIEW

3 S-102 HSS CONN. TO C–SHAPE COLUMN
SCALE: NTS



SIDE VIEW

5 S-102 NEW HSS COL. TO HSS BM CONN
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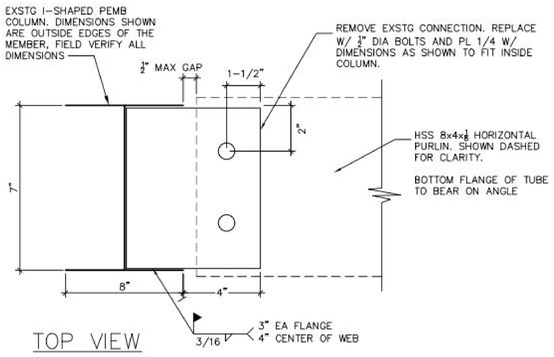
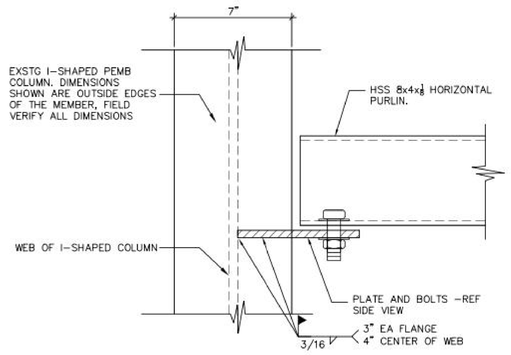
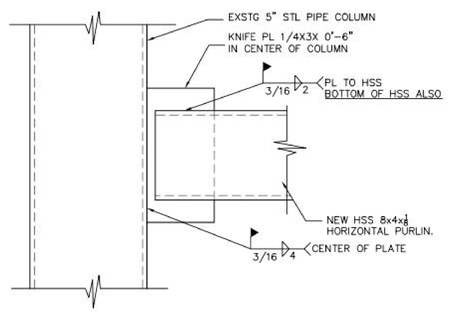


TOP VIEW



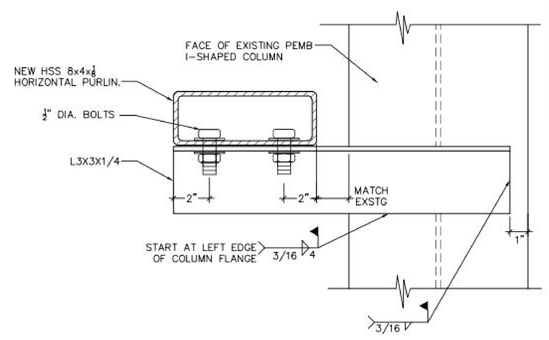
SIDE VIEW

4 S-102 NEW HSS BM TO EXSTG I–COL.
SCALE: NTS



SIDE VIEW

5 S-102 NEW HSS BM TO EXSTG PIPE COL
SCALE: NTS



SIDE VIEW

6 S-102 NEW HSS BM TO EXSTG I–COL
SCALE: NTS

APPLIES AT NORTHWEST CORNER ON SECOND STORY WHERE EXSTG CONNECTION IS CORRODED

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Andrew Kester, Professional Engineer, State of Florida, License No. 68993. This item has been digitally signed and sealed by Andrew Kester, PE, on November 8, 2024.
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REVISIONS:

Project No.:	24-01055
Date:	November 7, 2024
Drawn By:	AK
Checked By:	AK

FRAMING DETAILS

S102

100% Construction Documents

ARCHITECTURAL GENERAL NOTES

1. CONTRACTOR SHALL, BEFORE COMMENCING WORK, REVIEW ALL PLANS, NOTES, GENERAL CONDITIONS, AND SPECIFICATIONS AND VERIFY ALL GOVERNING DIMENSIONS ON THE JOB SITE. THE CONTRACTOR SHALL EXAMINE ALL ADJOINING AREAS OR AREA UPON WHICH THE PERFORMANCE OF HIS WORK IS IN ANY WAY DEPENDENT. ALL VARIANCES OR DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO FABRICATION OR ERECTION OF WORK IN QUESTION. ANY VARIANCES OR DISCREPANCIES IN THE DOCUMENTS NOT REPORTED IMMEDIATELY TO THE ARCHITECT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR.

2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY OF HIS MEASUREMENTS AND TOTAL FINISH REQUIREMENTS TO BE FURNISHED. NO REQUESTS FOR MATERIALS OR INSTALLATION EXTRAS WILL BE CONSIDERED DUE TO MEASUREMENT OR TAKEOFF ERRORS BY CONTRACTOR.

3. THE CONTRACTOR IS TO PROVIDE ALL LABOR AND MATERIALS TO EXECUTE ALL WORK AS SHOWN ON THESE DRAWINGS WITH THE EXCEPTION OF ITEMS OR AREAS MARKED "NOT IN CONTRACT", "N.I.C.", OR "BY OTHERS".

4. THE CONTRACTOR SHALL KEEP SUFFICIENT WORKERS ON THE JOB SITE AT ALL TIMES TO PERFORM THE WORK IN THE MOST EXPEDITIOUS MANNER CONSISTENT WITH GOOD WORKMANSHIP, SOUND BUSINESS PRACTICE AND THE BEST INTEREST OF THE END USER.

5. ALL FEES, TAXES, PERMITS, APPLICATIONS, CERTIFICATES OF INSPECTION AND THE FILING OF ALL WORK WITH GOVERNMENTAL AGENCIES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

6. CONTRACTOR SHALL NOT PROCEED WITH ANY ADDITIONAL WORK OR CHANGES FOR WHICH THEY EXPECT ADDITIONAL COMPENSATION WITHOUT WRITTEN AUTHORIZATION TO PERFORM SUCH WORK.

7. CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE OF ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS OPERATIONS OF THE OPERATIONS OF ANY OTHER CONTRACTORS WITHIN THE AREA OF WORK. METHODS FOR SUCH REMOVAL MUST BE AGREEABLE TO THE OWNER.

8. GENERAL CONTRACTOR AND HIS VENDORS SHALL DETERMINE AVAILABILITY OF ALL FINISH MATERIALS, TRADES AND ITEMS SHOWN IN THESE DOCUMENTS. ANY DELIVERY THAT MAY CAUSE POTENTIAL PROBLEMS IN MEETING AGREED UPON CONSTRUCTION SCHEDULE SHALL BE BROUGHT TO THE ARCHITECT ATTENTION FOR POSSIBLE REEVALUATION OF MATERIAL DESIGNATION.

9. PROVIDE ALL WOOD BLOCKING NECESSARY FOR THE ATTACHMENT OF MISCELLANEOUS EQUIPMENT INCLUDING BUT NOT LIMITED TO TOILET ACCESSORIES, TV BRACKETS, DOOR HARDWARE, ELECTRICAL DEVICES, EQUIPMENT, GRAB BARS, HANDRAILS, CASEWORK AND MILLWORK, AS APPLICABLE.

10. CONTRACTOR SHALL COMPLY WITH ALL THE RULES AND REGULATIONS OF THE BUILDING AS TO HOURS OF AVAILABILITY OF ELEVATORS, LOADING DOCKS, ETC. FOR THE PURPOSE OF DELIVERY AND THE MANNER OF HANDLING MATERIALS, EQUIPMENT AND DEBRIS, TO AVOID CONFLICT OR INTERFERENCE WITH NORMAL BUILDING OPERATIONS.

11. ALL WALL SURFACES, DOOR FRAMES, BULKHEADS AND CEILINGS SHALL RECEIVE PAINT WHEN PAINT IS INDICATED ON THE FINISH SCHEDULE OR FINISH PLANS. PAINT SURFACES BEHIND MOVABLE EQUIPMENT AND FURNITURE SAME AS SIMILAR EXPOSED SURFACES. PAINT SURFACES BEHIND PERMANENTLY FIXED EQUIPMENT OR FURNITURE WITH PRIME COAT ONLY BEFORE FINAL INSTALLATION OF EQUIPMENT. PAINT ALL MECHANICAL AND ELECTRICAL EQUIPMENT EXPOSED IN FINISHED SPACES UNLESS INDICATED OTHERWISE.

12. REPAIR ALL SURFACES DAMAGED BY NEW CONSTRUCTION TO MATCH EXISTING ADJACENT OR CONTIGUOUS FINISH.

13. ALL CUTTING AND PATCHING AS A RESULT OF NEW CONSTRUCTION SHALL BE PERFORMED IN A WORKMANLIKE MANNER, AND SHALL MATCH IN COLOR, SHAPE, SIZE AND TEXTURE ADJACENT AND/OR CONTIGUOUS FINISHED SURFACES.

14. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS. DO NOT SCALE DRAWINGS.

15. DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.

16. UNLESS OTHERWISE NOTED, PLAN DIMENSIONS ARE TAKEN FROM FACE OF STUDS TO FACE OF STUDS, OR FACE OF FINISH GYP. BD. (CORRIDORS), TO FACE OF FINISH.

17. DOORS NOT OTHERWISE DIMENSIONED SHALL BE 8" FROM FACE OF ADJACENT CMU OR CONCRETE WALL TO ROUGH DOOR OPENING, AND 4" FROM FACE OF ADJACENT STUD WALL TO ROUGH DOOR OPENING.

18. FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE PRODUCT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND STANDARD DETAILS, IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATION REQUIREMENTS AND DESIGN INTENT.

19. PLAN NORTH DIFFERS FROM ACTUAL NORTH. ACTUAL NORTH IS INDICATED ON PLAN SHEETS FOR REMAINDER OF DISCIPLINES UNO. ORDINAL DIRECTIONS ON NON-CIVIL PLAN DRAWINGS ARE IN REFERENCE TO PLAN NORTH UNO.

20. IF THE CONTRACTOR ENCOUNTERS ANY UNFORESEEN CONDITION, THE ARCHITECT MUST BE MADE AWARE FOR A POSSIBLE CHANGE IN DESIGN.

21. THE CONTRACTOR SHALL REVIEW THE ARCHITECTURAL, STRUCTURE, CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR LOCATION AND DIMENSIONS OF CHASE, INSERTS, OPENINGS, SLEEVES, DEPRESSIONS AND OTHER PROJECT REQUIREMENTS. ALL DISCREPANCIES AND OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO PROCEEDING WITH CONSTRUCTION.

22. THESE DRAWINGS WERE DESIGNED FOR THE USE BY AN EXPERIENCED AND QUALIFIED GENERAL CONTRACTOR AND INTERPRETATION OF THE PLANS BY A LAY PERSON IS NOT RECOMMENDED OR AUTHORIZED BY THE ARCHITECT.

23. CONTRACTOR SHALL SUBMIT SAMPLES TO THE ARCHITECT AND TENANT FOR REVIEW OF ALL MATERIALS TOGETHER WITH FINISHES AND INTENDED USE IN THE WORK PRIOR TO COMMENCEMENT OF WORK.

24. WHEN THE JOB IS SUBSTANTIALLY COMPLETE, THE GENERAL CONTRACTOR SHALL PREPARE A PUNCH LIST OF ITEMS TO BE COMPLETED OR CORRECTED AND SUBMIT THIS LIST TO THE ARCHITECT AND TO THE END USER. FAILURE TO INCLUDE ANY ITEMS ON THIS LIST DOES NOT ALTER THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THE WORK IN ACCORDANCE WITH THESE DOCUMENTS.

25. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE END USER (IN WRITING) ALL MANUFACTURER'S MANUALS, WARRANTIES, AND RECOMMENDED MAINTENANCE PROCEDURES/SCHEDULES FOR ALL EQUIPMENT AND FINISHES INSTALLED.

26. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GOVERNMENTAL AGENCY HAVING JURISDICTION AND SHALL CONFORM TO ALL LIFE SAFETY AND SANITARY LAWS, CITY, COUNTY, STATE, AND/OR FEDERAL ORDINANCES WHICH APPLY.

27. THE MANUFACTURER'S STANDARD DETAILS OR APPROVED SHOP DRAWINGS / DATA SHEETS, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, SHALL APPLY UNLESS OTHERWISE DETAILED IN CONSTRUCTION DOCUMENTS.

CUTTING AND PATCHING

1. WHERE CUTTING AND PATCHING INVOLVE ADDING REINFORCEMENT TO STRUCTURAL ELEMENTS, SUBMIT DETAILS AND ENGINEERING CALCULATIONS SHOW INTEGRATION OF REINFORCEMENT.

2. PROTECT IN-PLACE MATERIALS DURING CUTTING AND PATCHING TO PREVENT DAMAGE.

3. RESTORE EXPOSED FINISHES OF PATCHED AREAS AND EXTEND FINISH RESTORATION INTO RETAINED ADJOINING CONSTRUCTION IN A MANNER THAT WILL ELIMINATE EVIDENCE OF PATCHING AND RE-FINISHING.

4. WHERE WALLS OR PARTITIONS ARE REMOVED EXTEND ON FINISH AREA INTO ANOTHER, PATCH AND REPAIR FLOOR AND WALL SURFACES AT THE AREA OF NEW WORK. PROVIDE AN EVEN SURFACE OF UNIFORM FINISH, COLOR TEXTURE AND APPEARANCE. REMOVE IN-PLACE FLOOR AND WALL COVERING AND REPLACE WITH NEW MATERIALS, IF NECESSARY TO ACHIEVE UNIFORM COLOR AND APPEARANCE.

5. PATCH AND REPAIR, OR RE-HANG IN-PLACE CEILING AS NECESSARY TO PROVIDE AN EVEN-PANE SURFACE OF UNIFORM APPEARANCE.

6. CLEAN AREAS AND SPACES WHERE CUTTING AND PATCHING ARE PERFORMED. COMPLETELY REMOVE PAINT, MORTAR, OILS, PUTTY AND SIMILAR MATERIALS.

7. USE U465 DETAIL FOR ANY EXISTING RATED DEMISING WALLS THAT NEED TO BE PATCHED/REPAIRED.

WALL TYPE NOTES

1. PROVIDE THROUGH-PENETRATION FIRESTOP SYSTEMS AND THROUGH-PENETRATION FIRESTOP DEVICES, SEALANTS AND RELATED PRODUCTS FOR FIRE-RATED FLOOR AND WALL PENETRATIONS (AND SEALING TOP OF RATED WALLS TO DECK). ALL RATED WALL PENETRATIONS SHALL MAINTAIN THE INTEGRITY OF THE WALL ASSEMBLY.

2. ALL STUDS SHALL BE 20 GA. AND SPACED AT 16" O.C. UNLESS NOTED OTHERWISE. ALL FURRING CHANNELS SHALL BE SPACED AT 24" O.C. UNLESS NOTED OTHERWISE.

3. WHERE TWO LAYERS OF GYPSUM BOARD OCCUR IN A NON-RATED WALL ASSEMBLY, TAPE AND FINISH SECOND LAYER ONLY.

4. PROVIDE CONSTRUCTION IN ACCORDANCE WITH THE UL DESIGN NUMBER INDICATED.

GENERAL DEMOLITION NOTES

1. DEMOLITION GENERAL NOTES APPLY TO ALL DEMOLITION SHEETS. NOT ALL KEY NOTES ARE APPLICABLE ON EVERY SHEET.

2. THE CONTRACTOR SHALL SUPERVISE THE WORK OF ALL SUB-TRADES AND BE RESPONSIBLE FOR PROTECTING THE EXISTING BUILDING FROM DAMAGE CONTROL BY THE DEMOLITION.

3. THE CONTRACTOR SHALL BE AN EXPERIENCED FIRM THAT HAS SPECIALIZED IN DEMOLITION WORK SIMILAR IN MATERIAL AND EXTENT TO THAT INDICATED FOR THIS PROJECT.

4. THE CONTRACTOR SHALL NOT DISRUPT SERVICES, OPERATIONS, OR UTILITIES W/ OUT OBTAINING OWNERS APPROVAL AND INSTRUCTION IN EACH CASE.

5. CONTRACTOR SHALL REMOVE OR RELOCATE ALL UTILITIES WITHIN WALL DESIGNATED TO BE REMOVED.

6. THE CONTRACTOR SHALL COORDINATE ALL DEMOLITION WITH EACH OF THE CONSULTING ENGINEERS DOCUMENTS.

7. THE CONTRACTOR SHALL DOCUMENT THE CONDITION OF ALL BUILDINGS PRIOR TO STARTING DEMOLITION WORK.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS FOR DEMOLITION. THE CONTRACTOR SHALL INFORM THE ARCHITECT OF ANY CONDITIONS THAT WOULD AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING PRIOR TO PROCEEDING W/ DEMOLITION.

9. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS OR UNFORESEEN CONDITIONS PRIOR TO PROCEEDING WITH DEMOLITION.

10. CONTRACTOR LEVEL ALL FLOOR SURFACES AS REQUIRED IN PREPARATION FOR FLOOR FINISHES.

11. CLEAN, PATCH, AND REPAIR EXTERIOR WALLS AND CANOPIES FOR FINISHES.

12. THE CONTRACTOR SHALL COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE BEGINNING SELECTIVE DEMOLITION. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.

13. HAZARDOUS MATERIALS ARE NOT EXPECTED TO BE ENCOUNTERED IN THE WORK. IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB; IMMEDIATELY NOTIFY ARCHITECT AND OWNER. OWNER WILL REMOVE HAZARDOUS MATERIALS UNDER A SEPARATE CONTRACT.

14. THE CONTRACTOR SHALL PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. PROVIDE PROTECTION TO ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA AND TO AND FROM OCCUPIED PORTIONS OF BUILDING.

ABBREVIATIONS

AB	ANCHOR BOLTS
ABBREV	ABBREVIATION(S)
AC	AIR CONDITIONING
ACOUS	ACOUSTICAL
AD	ACCESS DOOR
A/E	ARCHITECT/ENGINEER
AFF	ABOVE FINISHED FLOOR
ALUM	ALUMINUM
APPR	APPROVED
APPROX	APPROXIMATELY
BD	BOARD
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BM	BENCHMARK
BOB	BOTTOM OF BEAM
BOC	BOTTOM OF CURB
BOT	BOTTOM
BUR	BUILT-UP ROOFING
C/C	CENTER TO CENTER
CEM	CEMENT
CH	CEILING HEIGHT
CJ	CONTROL JOINT
CL	CENTERLINE
CLG	CEILING
CLO	CLOSET
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
COMP	COMPOSITION
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
CORR	CORRIDOR
CSK	COUNTERSINK
CT	CERAMIC TILE
CUST	CUSTODIAL

DBL	DOUBLE
DEG	DEGREE
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIR	DIRECTION
DN	DOWN
DO	DOOR OPENING
DR	DOOR
DS	DOWNSPOUT
DWG	DRAWING
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
EQ	EQUAL
EQUIP	EQUIPMENT
EXIST	EXISTING
EXT	EXTERIOR
EWC	ELEC WATER COOLER
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FH	FULL HEIGHT
FHC	FIRE HOSE CABINET
FIN	FINISH
FLR	FLOOR
FO	FINISHED OPENINIG
FOC	FACE OF CONCRETE
FOS	FACE OF STUD
FOW	FACE OF WALL
FRP	FIBER REINFORCED PLASTIC
FS	FLOOR SINK
FSD	FULL SIZE DETAIL
FT	FOOT/FEET
FTG	FOOTING

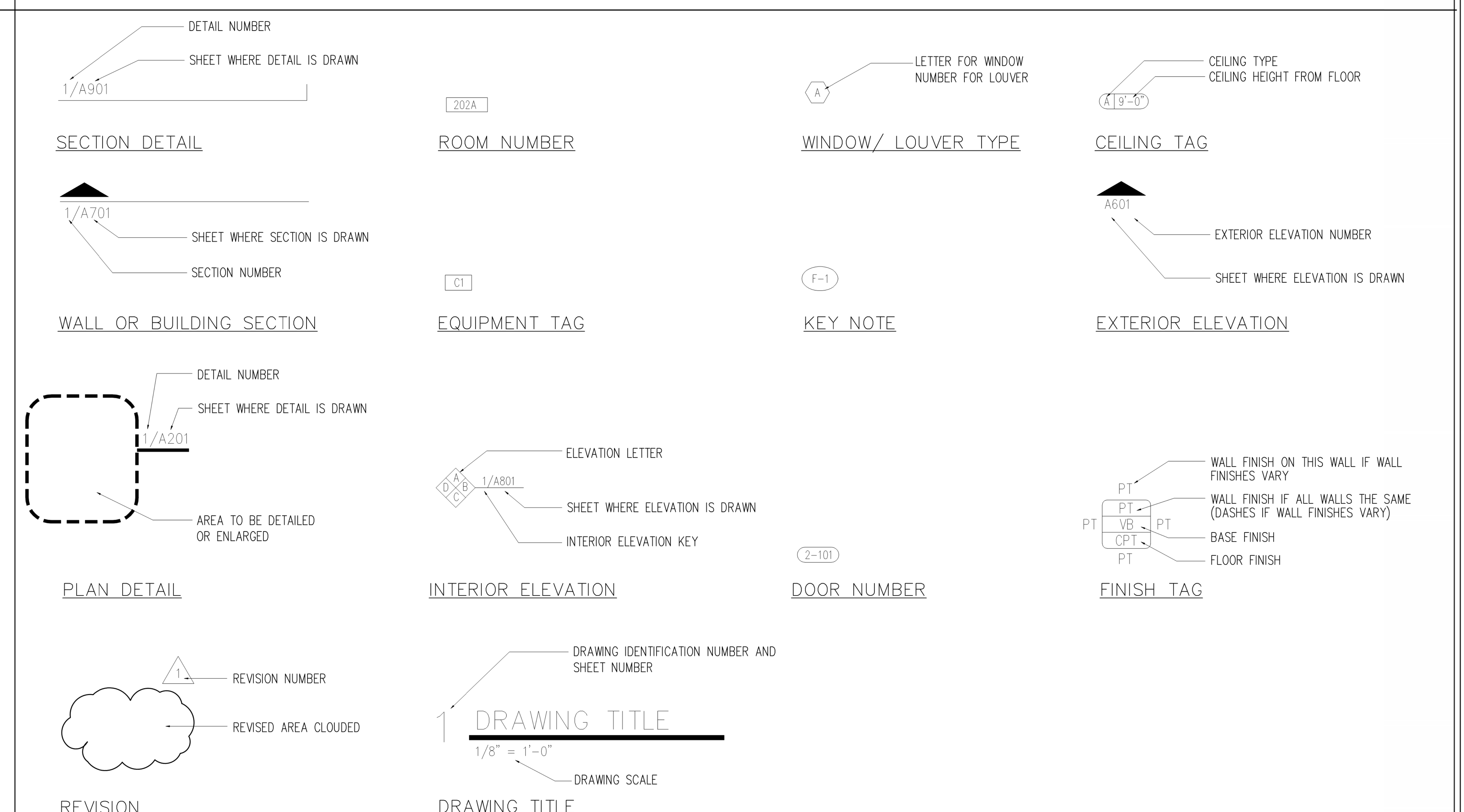
GA	GAUGE
GALV	GALVANIZED
GR	GRADE
GYP	GYPSUM
H	HIGH
HC	HOLLOW CORE
HDWD	HARDWOOD
HDWE	HARDWARE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HIGH POINT
HT	HEIGHT
ID	INSIDE DIAMETER
INFO	INFORMATION
INSUL	INSULATION
INT	INTERIOR
JAN	JANITOR
LAV	LAVATORY
LB	POUND
LEV	LEVEL
LF	LINEAR FEET
LTG	LIGHTING
LTWT	LIGHT WEIGHT
LVR	LOUVER
MAINT	MAINTENANCE
MAT	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MEZZ	MEZZANINE
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTL	METAL
MULL	MULLION

N	NEW
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NR	NON-RATED
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OWNER FURNISHED
OFF	OFFICE
OH	OPPOSITE HAND
OPN'G	OPENING
OPP	OPPOSITE
ORD	OVERFLOW ROOF DRAIN
ORIG	ORIGINAL
PC	PORTLAND CEMENT
PL	PLATE
PLAM	PLASTIC LAMINATE
PLAS	PLASTIC
PLYWD	PLYWOOD
PNT	PAINT
PR	PAIR
PREP	PREPARATION
PROJ	PROJECTION
QT	QUARRY TILE
R	RISER
R	RADIUS
RD	ROOF DRAIN
REF	REFERENCE
REFL	REFLECTED
REINF	REINFORCED
REQD	REQUIRED
RES	RESILIENT
RL	RAIN LEADER
RM	ROOM
RO	ROUGH OPENING

SC	SOLID CORE
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SIMUL	SIMULATED
SJ	SAW JOINT
SPECS	SPECIFICATIONS
SS	STAINLESS STEEL
SQ	SQUARE
STA	STATION
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
T	TREAD
T & G	TONGUE & GROOVE
TDC	TRAFFIC DECK COVERING
TEL	TELEPHONE
TEMP	TEMPERED
THK	THICK
TJ	TOOLED JOINT
TOC	TOP OF CONCRETE
TOC	TOP OF CURB
TOJ	TOP OF JOIST
TOM	TOP OF MASONRY
TOP	TOP OF PARAPET
TOS	TOP OF STEEL
TOW	TOP OF WALL
TYP	TYPICAL
UL	UNDERWRITERS LABORATORY
UNO	UNLESS NOTED OTHERWISE
VER	VERIFY
VERT	VERTICAL
VEST	VESTIBULE

W	WIDE
W/	WITH
WC	WATER CLOSET
WD	WOOD
WI	WROUGHT IRON
WL	WATER LEVEL
W/O	WITHOUT
WP	WORKING POINT
WP	WATERPROOFING
YR	YEAR

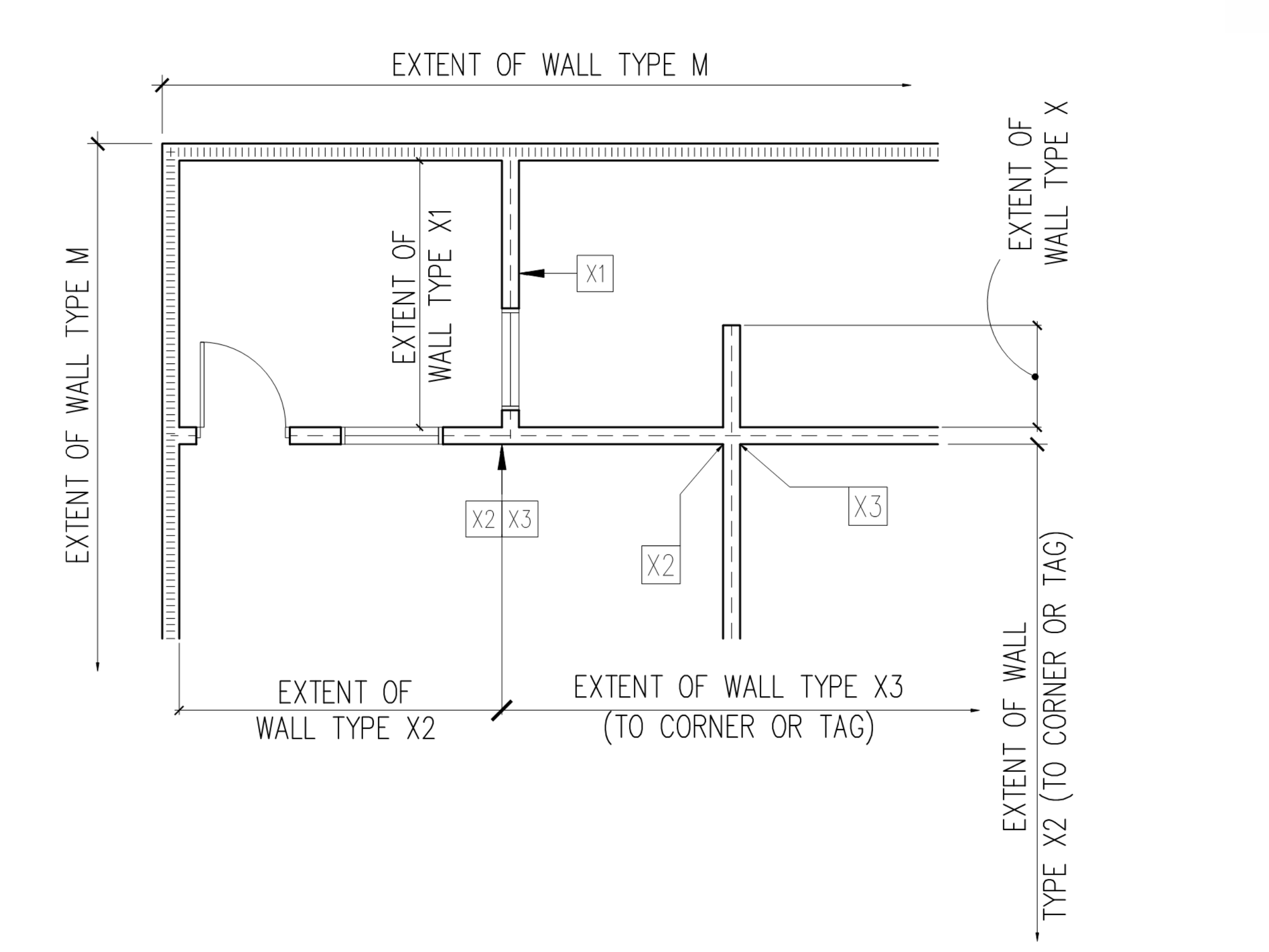
SYMBOLS



WALL TYPES

WALL TYPE CATEGORY	WALL TYPE	INDICATION ON 1/8" SCALE FLOOR PLANS	DETAIL 3/4" = 1'-0"	DESCRIPTION	REMARKS
STUD "S"	S1	S1	5/8"	ONE LAYER OF 5/8" GYPSUM BOARD ON EXISTING METAL STUDS. GYPSUM BOARD TO EXTEND TO UNDERSIDE OF EXISTING METAL DECK ABOVE.	
	S2	S2	3-1/8"	ONE LAYER OF 5/8" GYPSUM BOARD ON ONE SIDE OF 2-1/2" METAL STUDS. STUDS AND GYPSUM BOARD TO EXTEND TO UNDERSIDE OF EXISTING METAL DECK ABOVE.	

WALL TYPE IDENTIFICATION SYSTEM



CODE REFERENCES

JURISDICTION/ BUILDING AUTHORITY: NEW SMYRNA BEACH BUILDING DEPARTMENT
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168
(386) 410-2860

ACCEPTED CODES:

BUILDING:	2023 FBC, 8th Edition
ACCESSIBILITY:	2023 FBC, 8th Edition
MECHANICAL:	2023 FBC, 8th Edition – MECHANICAL
PLUMBING:	2023 FBC, 8th Edition – PLUMBING
ELECTRICAL:	NATIONAL ELECTRICAL CODE (NEC) 2020
LIFE SAFETY:	NFPA 101 (LIFE SAFETY CODE 2021) W/ FLORIDA AMENDMENTS
FIRE:	FLORIDA FIRE PREVENTION CODE 2023

OCCUPANCY CLASS.:	FBC 304.1 GROUP B (PROFESSIONAL SERVICES)
CONSTRUCTION TYPE:	TYPE II-B, UN-PROTECTED, SPRINKLED, NON-COMBUSTIBLE CONST.
BUILDING AREA:	TOTAL FLOOR AREA (UNDER A/C): 2.055 GSF
EGRESS CALCS:	THE EGRESS CALCULATIONS WILL NOT CHANGE AS THE OCCUPANT LOAD AND INTENDED USE SHALL REMAIN THE SAME.
PLUMBING CALCS:	THE PLUMBING CALCULATIONS WILL NOT CHANGE AS THE OCCUPANT LOAD AND INTENDED USE SHALL REMAIN THE SAME.
FLAME SPREAD:	THE INTERIOR FINISHES SHALL BE REQUIRED TO MEET A "CLASS C" FLAME SPREAD INDEX OF 76–200: SMOKE-DEVELOPED INDEX OF 0–450. REFERENCE FBC 2023, PARAGRAPH 803.1, TABLE 803.5

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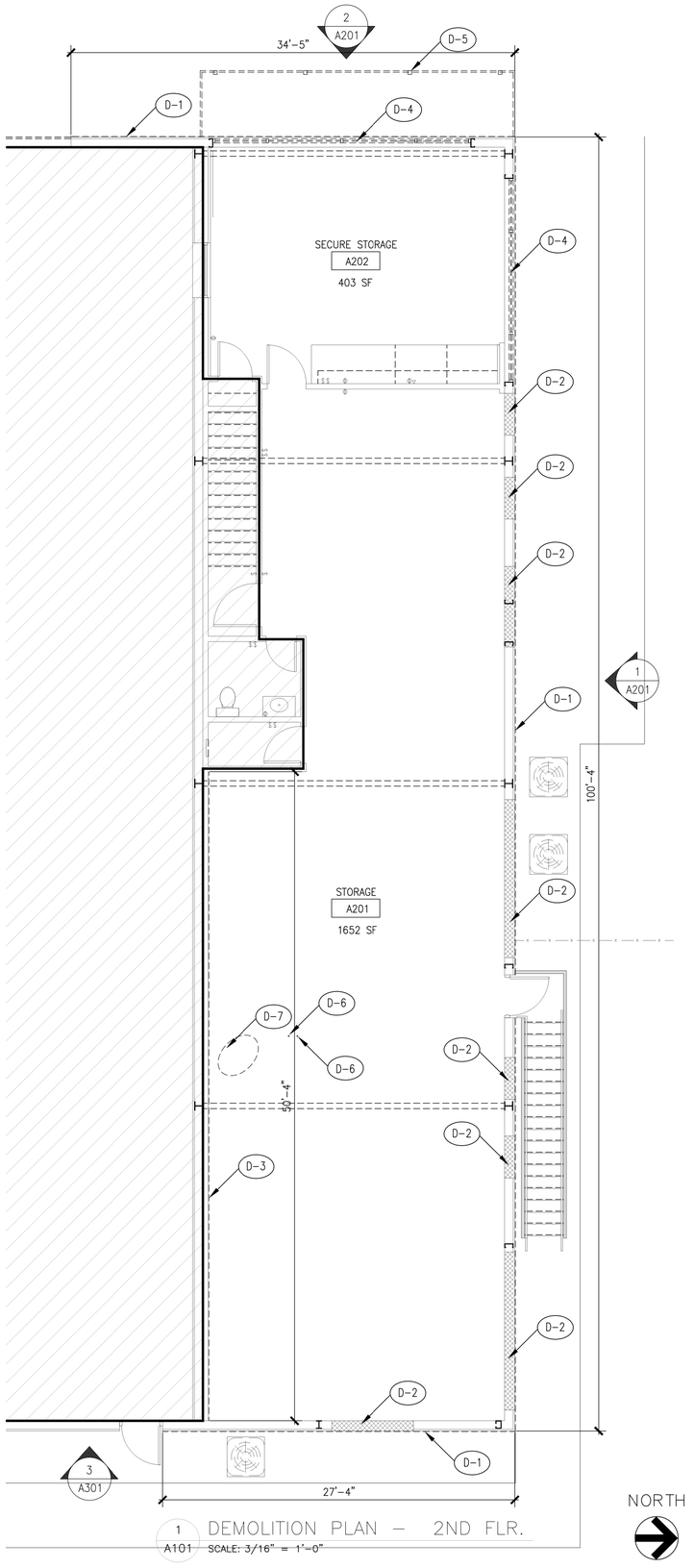
REVISIONS:	
Project No.:	24-01035
Date:	November 8, 2024
Drawn By:	JLM
Checked By:	JLM

ARCHITECTURAL INFORMATION

A001

100% Construction Documents



1 DEMOLITION PLAN – 2ND FLR.
A101 SCALE: 3/16" = 1'-0"

NORTH

GENERAL DEMOLITION NOTES

1. CONTRACTOR SHALL REMOVE OR RELOCATE ALL UTILITIES WITHIN WALLS DESIGNATED TO BE REMOVED.

2. LEVEL ALL FLOOR SURFACES AS REQ'D IN PREPARATION FOR NEW FLOOR FINISHES.

3. CLEAN, PATCH, REPAIR AND PREPARE INTERIOR WALLS FOR NEW FINISHES.

4. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS ON SITE PRIOR TO ONSET OF DEMOLITION WORK. ANY DISCREPANCIES OR UNFORESEEN ITEMS WHICH MAY INCUR LIFE SAFETY CONCERNS MUST BE REPORTED TO THE ARCHITECT IMMEDIATELY.

5. RELOCATION OF MATERIAL: RELOCATION OF ANY ITEMS INVOLVED IN THE PROJECT IS SUBJECT TO THE ABILITY TO DO SO WITHOUT PERMANENTLY DAMAGING OR MARRING THE ITEMS TO BE RELOCATED. IF RELOCATION OF ANY ITEM IS NOT POSSIBLE AS PRESCRIBED HEREIN, NEW MATERIALS SHALL BE SUBSTITUTED TO MATCH EXISTING. SAFELY STORE MATERIALS TO BE REUSED UNTIL TIME OF INSTALLATION.

6. ALL AREAS SHALL BE KEPT IN A BROOM CLEAN CONDITION AT ALL TIMES.

7. ALL MATERIALS TO BE DISPOSED OF ARE TO BE DISPOSED OF BY THE CONTRACTOR OFF THE PROJECT SITE IN ACCORDANCE WITH LOCAL REQUIREMENTS UNLESS NOTED OTHERWISE, HEREIN.

8. PROTECT ALL STRUCTURAL MEMBERS FROM DAMAGE.

9. DURING DEMOLITION, BRACE ALL EXISTING STRUCTURES AS NEEDED.

10. IN ALL AREAS WHERE DEMOLITION CAUSED UNEVENNESS THE FLOOR, PERFORM THE NECESSARY WORK REQUIRED TO PROVIDE A SMOOTH FLOOR PREPARED TO RECEIVE NEW FINISHES.

11. ALL ELECTRICAL, MECHANICAL, FIRE PROTECTION AND COMMUNICATION SERVICES LOCATED IN WALLS, CEILINGS AND FLOORS TO BEING REMOVED OR NOT BEING USED ARE TO BE CAPPED OFF AND/OR RELOCATED OR REMOVED AS REQUIRED FOR NEW CONDITIONS AND IN ACCORDANCE WITH APPLICABLE CODES.

DEMOLITION PLAN LEGEND

KEY NOTE:	DESCRIPTION:
D-1	REMOVE EXISTING METAL WALL PANEL AND ASSOCIATED FASTENERS IN ITS ENTIRETY.
D-2	REMOVE EXISTING 3/4" PLYWOOD PANEL ON BUILDING EXTERIOR COVERING THE PORTAL FRAMING IN ITS ENTIRETY.
D-3	REMOVE EXISTING GYPSUM BOARD IN ITS ENTIRETY. THE EXISTING FRAMING CAN REMAIN.
D-4	REMOVE EXISTING STOREFRAME WINDOW/GLAZING ASSEMBLY IN ITS ENTIRETY.
D-5	REMOVE EXISTING ALUMINUM COLUMNS, ROOFING AND ASSOCIATED FLASHING IN ITS ENTIRETY.
D-6	REMOVE EXISTING COPPER WATER LINES IN ITS ENTIRETY AND/OR CUT AND CAP AS REQUIRED.
D-7	REMOVE EXISTING ELEVATED CONCRETE PLATFORM IN ITS ENTIRETY FOR A SMOOTH FINISH TO MATCH EXISTING FLOOR LEVEL.

* REFER TO A601 (EXTERIOR ELEVATIONS) FOR EXISTING ITEMS THAT NEED TO BE REMOVED UNTIL THE DEMOLITION HAS BEEN COMPLETED AND THE RENOVATION WORK HAS BEEN PERFORMED IN ORDER TO REINSTALL THOSE EXISTING ITEMS.

GENERAL FLOOR PLAN NOTES

1. TYPICAL DIMENSIONS ARE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTES.

2. ALL WALLS SHALL BE BUILDING STANDARD INTERIOR DRYWALL PARTITIONS, UNLESS OTHERWISE NOTED.

3. PROVIDE FIRE EXTINGUISHERS, SMOKE DETECTORS, AND ALL OTHER LIFE SAFETY DEVICES AS REQUIRED BY CODE.

FLOOR PLAN LEGEND

KEY NOTE	DESCRIPTION
F-1	EXISTING CONDENSING UNIT TO REMAIN, TYP.
F-2	EXISTING STAIR AND RAILINGS TO REMAIN.
F-3	4'-0"H. X 6'-0"W. ALUM. STOREFRONT WINDOW ASSEMBLY.
F-4	WALL TO RECEIVE 5/8" GYPSUM BOARD FROM FINISH FLOOR TO UNDERSIDE OF EXISTING DECK.
F-5	EXTERIOR TO RECEIVE METAL WALL PANEL SYSTEM WITH INTERIOR VINYL INSULATION.
F-6	WALL TO RECEIVE 2-1/2" METAL STUDS @ 16" O.C. AND GYP. BD. ASSEMBLY WITH RIGID INSULATION.
F-7	EXISTING ELECTRICAL PANEL TO REMAIN.
F-8	EXISTING DOOR TO REMAIN.
F-9	EXISTING MILLWORK TO REMAIN.
F-10	EXISTING CHAIN LINK FENCING TO REMAIN. REMOVE AS NECESSARY WHEN INSTALLING WALL PANELS.

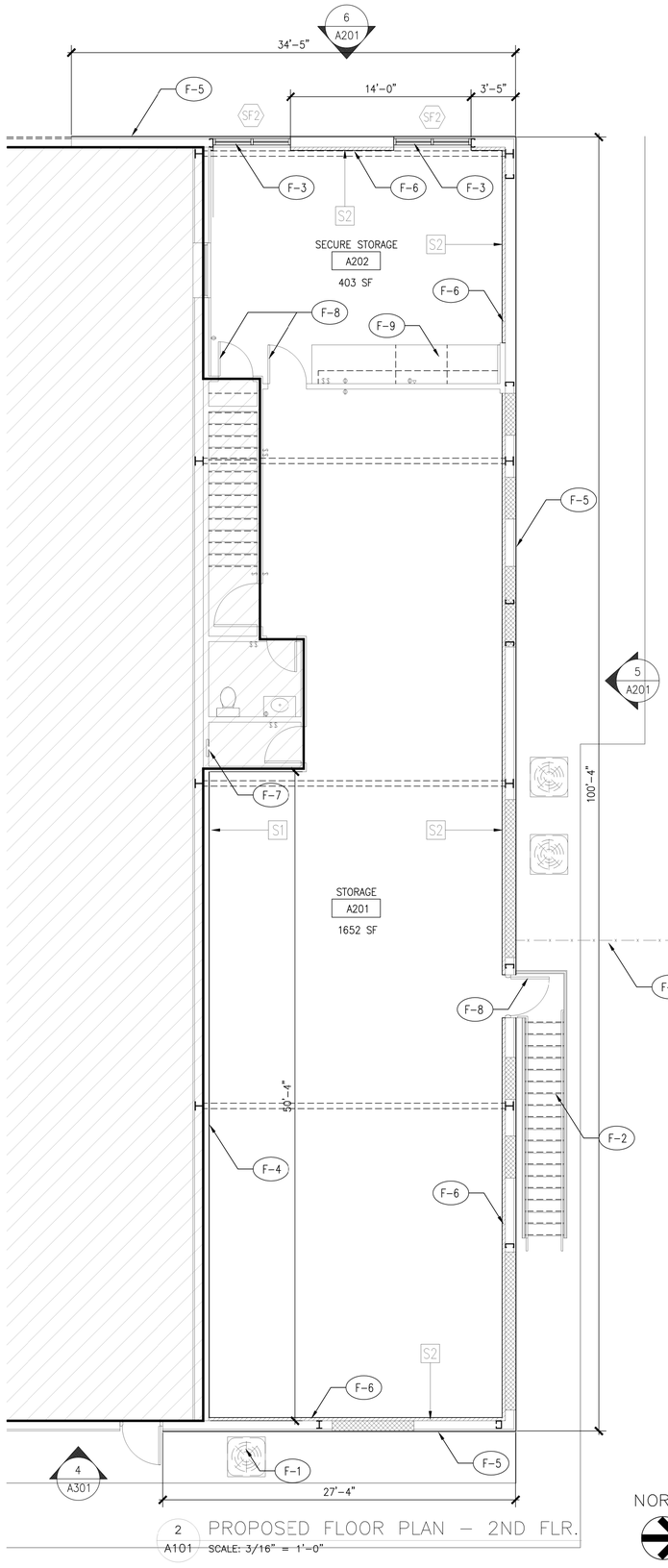
HATCH INDICATES ITEMS THAT ARE NOT INCLUDED WITHIN THE SCOPE OF WORK FOR THIS PROJECT.

WALL LEGEND:

EXISTING PARTITION WALLS/ ITEMS TO REMAIN

EXISTING ITEMS TO BE REMOVED/ DEMOLISHED

NEW WALL CONSTRUCTION



2 PROPOSED FLOOR PLAN – 2ND FLR.
A101 SCALE: 3/16" = 1'-0"

NORTH

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1501 Airway Circle
New Smyrna Beach, FL 32168

REVISIONS:

Project No.:	24-01035
Date:	November 8, 2024
Drawn By:	JLM
Checked By:	JLM

DEMOLITION PLAN AND PROPOSED FLOOR PLAN

A101

100% Construction Documents

1029

GENERAL CEILING NOTES

1. THE ARCHITECT'S CEILING PLAN SHALL GOVERN FOR LOCATIONS OF ALL DEVICES AS SHOWN. ENGINEERING DOCUMENTS SHALL PREVAIL ONLY IN CASE OF SCOPE OF WORK AND ELEMENTS OCCURRING ABOVE CEILING. DISCREPANCIES (IF ANY) BETWEEN ARCHITECTURAL AND ENGINEERING DOCUMENTS MUST BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO COMMENCEMENT OF WORK.

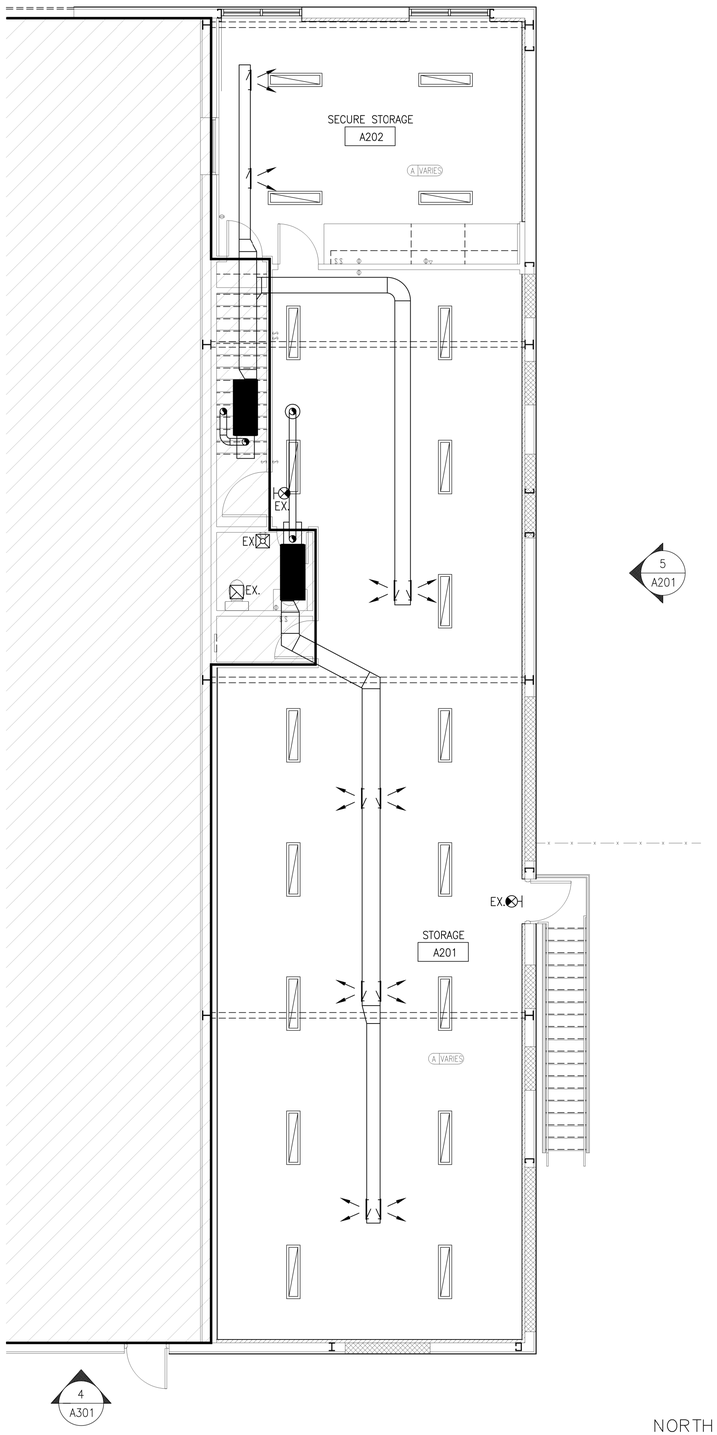
2. CONTRACTOR SHALL TEST AND BALANCE HVAC PER NEW PARTITION LAYOUT PRIOR TO OCCUPANCY. WRITTEN REPORT SHALL BE SUBMITTED TO OWNER UPON SUBSTANTIAL COMPLETION. CERTIFIED INDEPENDENT TEST AND BALANCE COMPANY MUST BE APPROVED BY OWNER PRIOR TO WORK.

3. IF CEILING DIFFUSER, LIGHT FIXTURES OR OTHER ELEMENTS ON OR ABOVE THE CEILING CAN NOT BE LOCATED AS SHOWN ON THE DRAWINGS, SUCH INTERFERENCE SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT FOR RELOCATION.

4. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL QUANTITY AND LOCATION OF ALL EMERGENCY DEVICES (INCLUDING BUT NOT LIMITED TO: BATTERY PACKS, EXIT SIGNS, FIRE ALARMS, ETC.) WITH MUNICIPAL AGENCY HAVING JURISDICTION.

REFLECTED CEILING PLAN LEGEND

SYMBOL	DESCRIPTION
	SUSPENDED LED LIGHT FIXTURE
EX.	EXISTING SUPPLY DIFFUSER
EX.	EXISTING EXHAUST REGISTER
EX.	EXISTING WALL MOUNTED EXIT LIGHT
	SUPPLY DIFFUSER EXPOSED
A 8'-0"	CEILING TYPE / CEILING HEIGHT
A	EXPOSED CEILING



HATCH INDICATES ITEMS THAT ARE NOT INCLUDED WITHIN THE SCOPE OF WORK FOR THIS PROJECT.

WALL LEGEND:

- EXISTING PARTITION WALLS/ ITEMS TO REMAIN
- EXISTING ITEMS TO BE REMOVED/ DEMOLISHED
- NEW WALL CONSTRUCTION

1 A201 REFLECTED CEILING PLAN – 2ND FLR.
SCALE: 3/16" = 1'-0"

NORTH

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Project No.:	24-01035
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Drawn By:	JLM
Checked By:	JLM

REFLECTED CEILING PLAN

A201

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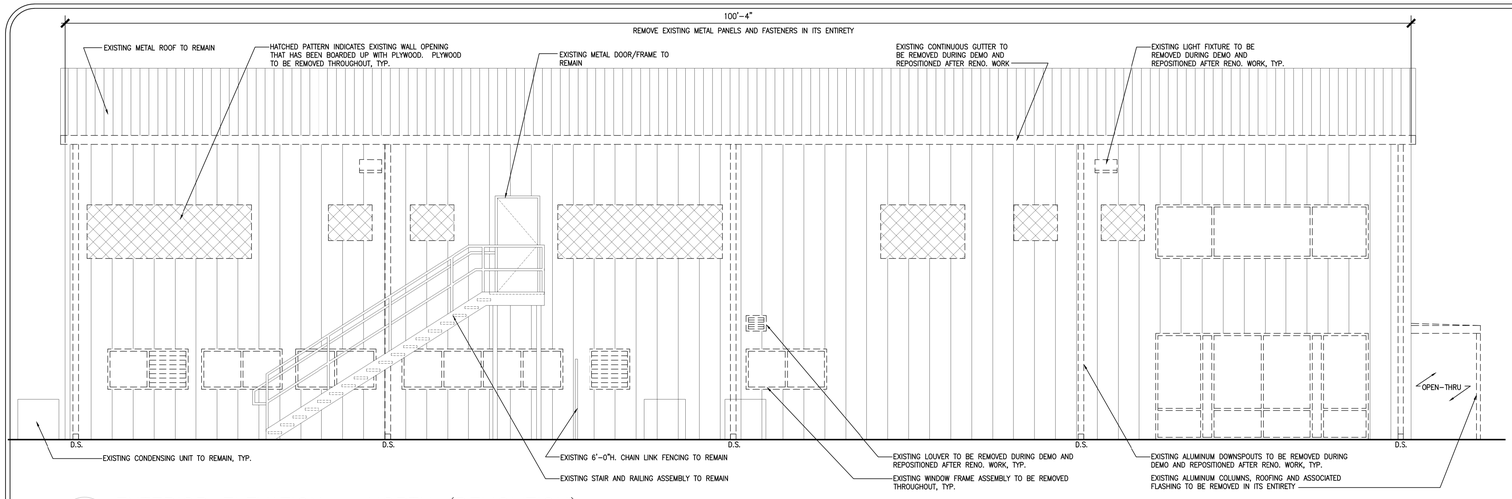
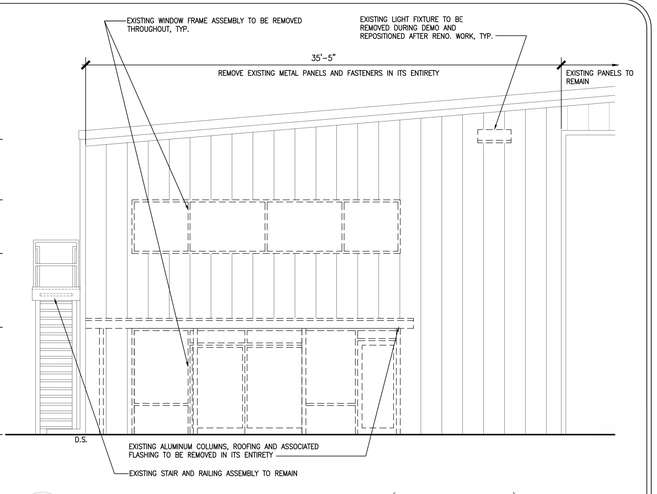
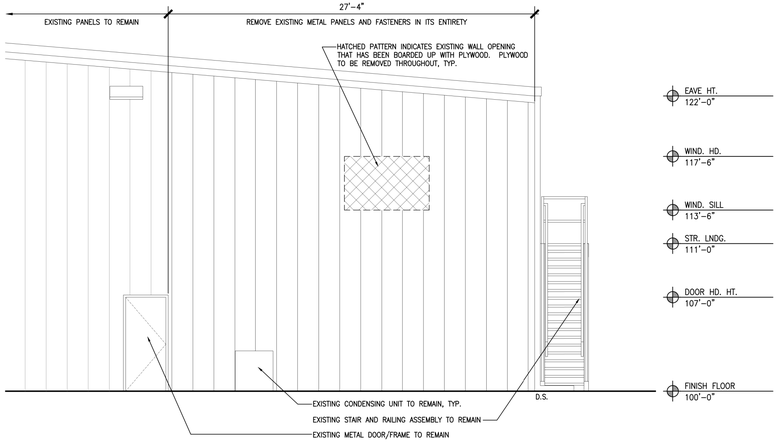


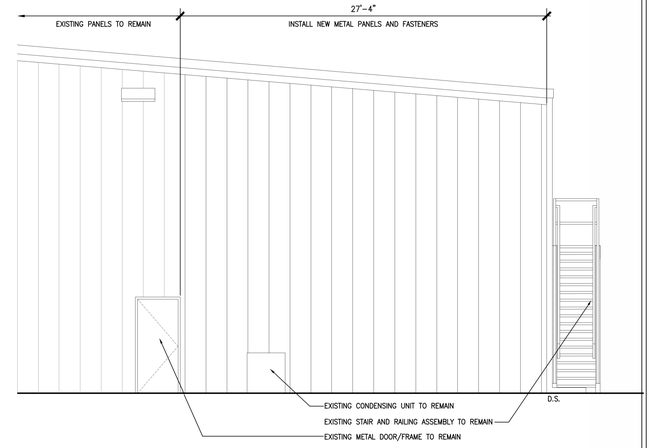
1 A601 EXTERIOR ELEVATION – NORTH (DEMOLITION)
SCALE: 3/16" = 1'-0"



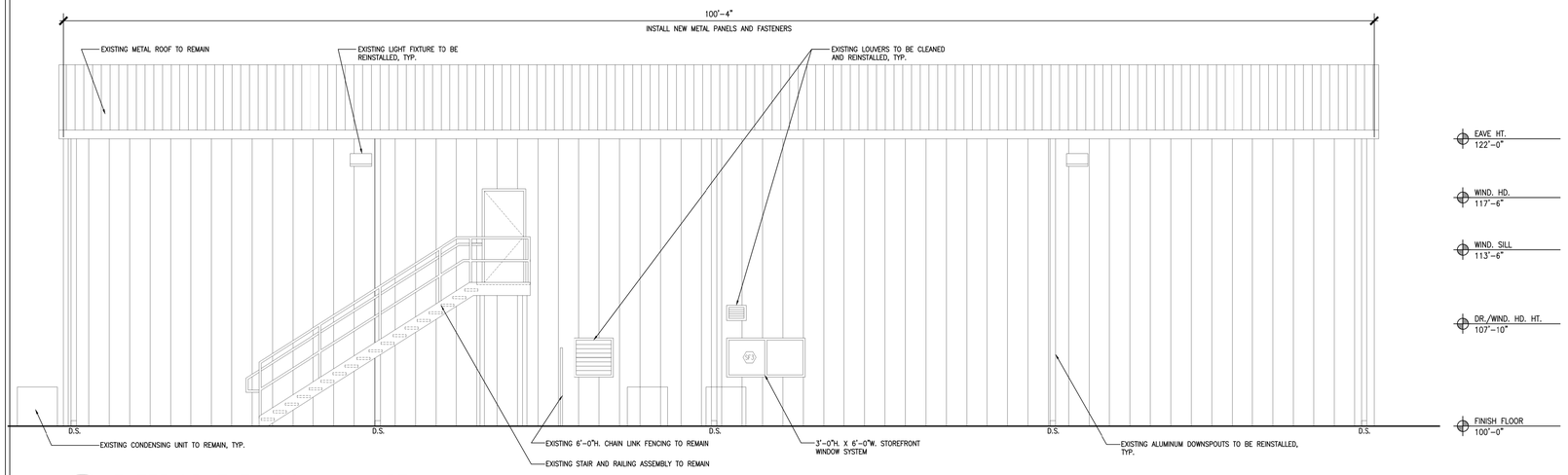
2 A601 EXTERIOR ELEVATION – WEST (DEMOLITION)
SCALE: 3/16" = 1'-0"



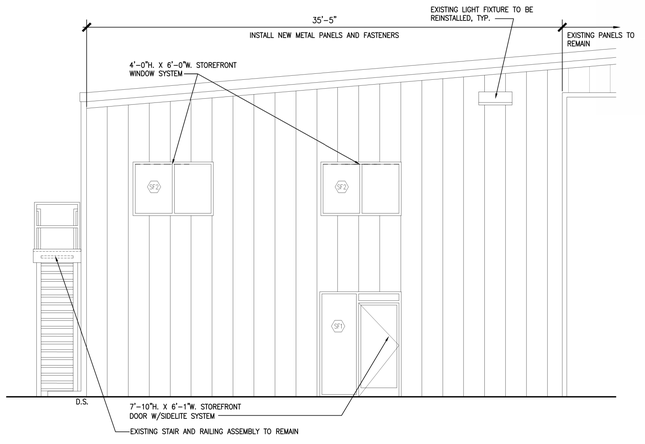
3 A601 EXTERIOR ELEVATION – EAST (DEMOLITION)
SCALE: 3/16" = 1'-0"



4 A601 EXTERIOR ELEVATION – EAST
SCALE: 3/16" = 1'-0"



5 A601 EXTERIOR ELEVATION – NORTH
SCALE: 3/16" = 1'-0"



6 A601 EXTERIOR ELEVATION – WEST
SCALE: 3/16" = 1'-0"

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REVISIONS:

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Drawn By:	JLM
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EXTERIOR ELEVATIONS DEMOLITION AND PROPOSED

A601

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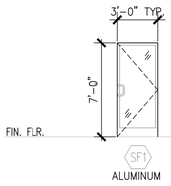
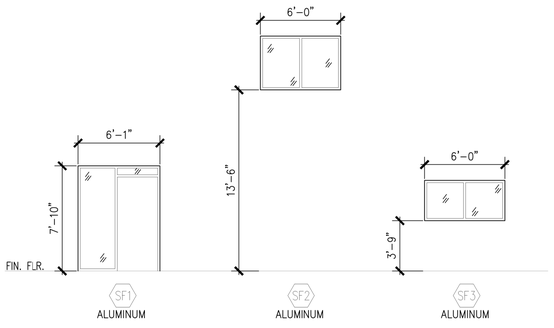
DOOR TYPES

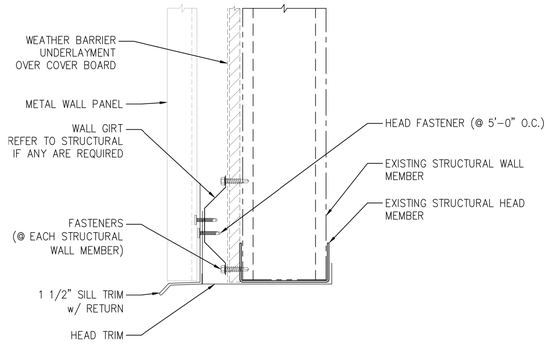


BASIS OF DESIGN FOR DOOR AND WINDOW TYPES:
YKK YES 45 FI SCREW
SPLINE/OUTSIDE GLAZED

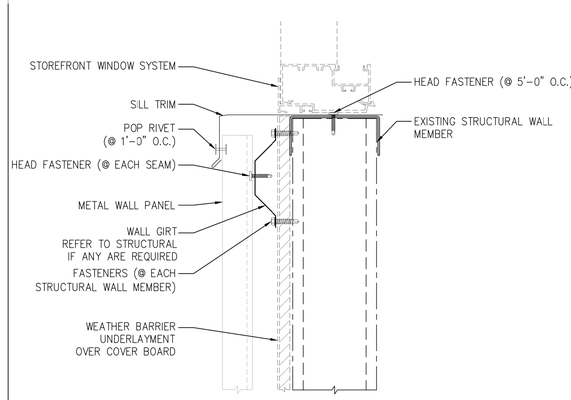
DOOR AND WINDOW FRAME TYPES



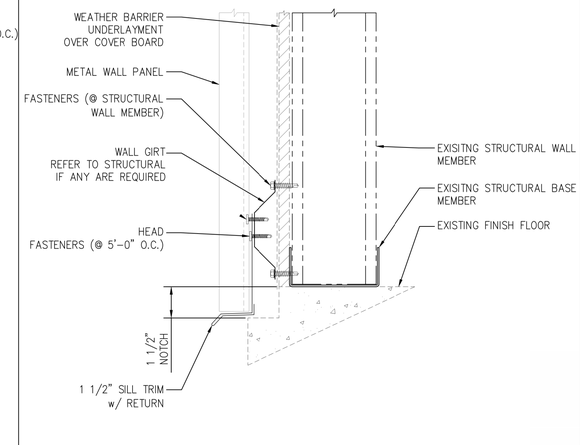
1 A701 STOREFRONT DOOR AND WINDOW TYPES
SCALE: 3/16" = 1'-0"



2 A701 METAL WALL PANEL HEADER DTL.
SCALE: 3" = 1'-0"



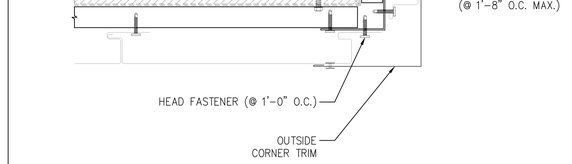
3 A701 METAL WALL PANEL WINDOW SILL DTL.
SCALE: 3" = 1'-0"



4 A701 METAL WALL PANEL SIMPLE BASE DTL.
SCALE: 3" = 1'-0"



5 A701 METAL WALL PANEL JAMB DTL.
SCALE: 3" = 1'-0"



6 A701 METAL WALL PANEL OUTSIDE CORNER DTL.
SCALE: 3" = 1'-0"

METAL WALL PANEL NOTES

1. THE PROVIDED DETAILS ARE A RECOMMENDED BASIS OF DESIGN. CONTRACTOR AND METALS SUBCONTRACTOR SHALL SUPPLY THE MANUFACTURER AND FABRICATION THAT BEST SUITS THIS SPECIFIC PROJECT AND SCOPE OF WORK WITH THE PROVIDED DESIGN INTENT.

2. CONTRACTOR SHALL FIELD VERIFY ALL STRUCTURAL STEEL AND METAL WALL PANEL MEMBERS PRIOR TO FABRICATION AND INSTALLATION.

3. CONTRACTOR SHALL MATCH THE EXISTING METAL WALL PANEL PROFILE (NUCOR A), DEPTH (1-1/2") AND COLOR TO THE BEST OF THEIR ABILITY TO MAKE THE RENOVATION WORK AS SEAMLESS AS POSSIBLE. IF NOT, THE CONTRACTOR MAY LOOK TO A PBR PROFILE TO WHAT MAY HAVE BEEN INSTALLED ON THE NORTH HANGAR OPERABLE DOORS.

4. VINYL INSULATION SHALL BE PLACED ON THE INSIDE OF THE METAL WALL PANEL SYSTEM FROM FLOOR TO UNDERSIDE OF METAL DECK (FULL HEIGHT) FOR R-10 INSULATION.

5. METAL WALL PANEL TO BE 26 GAGE.

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REVISIONS:	
Project No.:	24-01035
Date:	November 8, 2024
Drawn By:	JLM
Checked By:	JLM

MISCELLANEOUS DETAILS

A701

100% Construction Documents

1032

ABBREVIATIONS

ABV	ABOVE
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
AC	AIR CONDITIONER
AHU	AIR HANDLING UNIT
BAS	BUILDING AUTOMATION SYSTEM
BI	BACKWARD INCLINE
BLDG	BUILDING
BHP	BRAKE HORSEPOWER
BTUH	BRITISH THERMAL UNIT PER HOUR
CD	CONDENSATE DRAIN
CFM	CUBIC FEET PER MINUTE
CW	CHILLED WATER
CWR	CHILLED WATER RETURN
CWS	CHILLED WATER SUPPLY
COND	CONDENSATE
CO	CARBON MONOXIDE
COP	COEFFICIENT OF PERFORMANCE
CU	CONDENSING UNIT
DB	DRYBULB
DWGS	DRAWINGS
DX	DIRECT EXPANSION
EF	EXHAUST FAN
EXH	EXHAUST
EA	EACH
EAT	ENTERING AIR TEMPERATURE
EER	ENERGY EFFICIENCY RATIO
ENT	ENTERING
EWT	ENTERING WATER TEMPERATURE
FC	FORWARD CURVED
FCU	FAN COIL UNIT
FD	FIRE DAMPER
FL	FLOOR
FLEX	FLEXIBLE CONNECTOR OR DUCT
FPM	FEET PER MINUTE
F/S	COMBINATION FIRE AND SMOKE DAMPER
FT. H_2O	FEET WATER GAUGE
F	DEGREES FAHRENHEIT
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GPM	GALLONS PER MINUTE
HP	HORSEPOWER
HHWR	HIGH HOT WATER RETURN
HHWS	HIGH HOT WATER SUPPLY
HW	HOT WATER
HVAC	HEATING VENTILATING AND AIR CONDITIONING
IN.WG	INCHES WATER GAGE
KW	KILOWATTS
LAT	LEAVING AIR TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
MAX	MAXIMUM
MBH	1000 X BTUH
MIN	MINIMUM
MVD	MANUAL VOLUME DAMPER
MZ	MULTI-ZONE
N.T.S.	NOT TO SCALE
OA	OUTSIDE AIR
OPD	OPEN DRIP PROOF
PROP	PROPELLER
PD	PRESSURE DROP
PLBG	PLUMBING
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAUGE
RA	RETURN AIR
RD	RADIATION DAMPER
REQ'D	REQUIRED
RH	RELATIVE HUMIDITY
RPM	REVOLUTIONS PER MINUTE
RTU	ROOFTOP UNIT
SA	SUPPLY AIR
SF	SUPPLY FAN
SD	SMOKE DETECTOR
SDMP	SMOKE DAMPER
SQ.FT.	SQUARE FOOT
SZ	SINGLE ZONE
TEFC	TOTALLY ENCLOSED FAN COOLED
TEMP	TEMPERATURE
TG	TRANSFER GRILLE
T/O	TRANSFER OPENING ABOVE CEILING
T'STAT	THERMOSTAT
TYP	TYPICAL
VFD	VARIABLE FREQUENCY DRIVE
VAV	VARIABLE AIR VOLUME
W	WATTS
W/	WITH
W/O	WITHOUT
WB	WETBULB
ZD	ZONE DAMPER

GENERAL LEGEND

- SUPPLY DIFFUSER (4-WAY)
- RETURN OR OUTDOOR AIR GRILLE
- EXHAUST GRILLE
- SUPPLY DUCT UP SECTION (RECTANGULAR)
- RETURN DUCT UP SECTION (RECTANGULAR)
- EXHAUST DUCT UP SECTION (RECTANGULAR)
- SUPPLY DUCT DOWN SECTION (RECTANGULAR)
- RETURN DUCT DOWN SECTION (RECTANGULAR)
- EXHAUST DUCT DOWN SECTION (RECTANGULAR)
- SUPPLY DUCT UP SECTION (ROUND)
- SUPPLY DUCT DOWN SECTION (ROUND)
- LINEAR SLOT DIFFUSER
- EXISTING LINEAR SLOT DIFFUSER (LIGHT LINETYPE)
- A/B — RECTANGULAR DUCTWORK WITH TAKE-OFF, BALANCING DAMPER AND INSULATED FLEXIBLE ROUND DUCT. SAME SIZE AS DIFFUSER INLET UNLESS NOTED OTHERWISE. FIRST DIMENSION IS THAT OF SIDE SHOWN
- A Ø — ROUND DUCTWORK
- EXPOSED SPIRAL ROUND DUCTWORK
- CONICAL FITTING WITH DAMPER ON BRANCH CONNECTION TO RECTANGULAR MAIN (PROVIDE DAMPER IN LOW PRESSURE DUCTWORK ONLY)
- EXISTING DUCTWORK TO REMAIN (LIGHT LINETYPE)
- BD — BACKDRAFT DAMPER
- AF — AIR FLOW MONITORING STATION
- M — MOTORIZED CONTROL DAMPER
- MANUAL DAMPER
- FLEXIBLE DUCT CONNECTION
- FIRE DAMPER WITH ACCESS PANEL
- COMBINATION FIRE/SMOKE DAMPER WITH ACCESS PANEL
- EXISTING DUCTWORK TO BE REMOVED (DASHED LINETYPE)
- SD — DUCT MOUNTED SMOKE DETECTOR PROVIDED AND WIRED BY ELECTRICAL CONTRACTOR AND INSTALLED IN DUCT BY MECHANICAL CONTRACTOR. REFER TO SPECIFICATIONS FOR CONTROL REQUIREMENTS.
- A-100 — AIR DEVICE TAG MARK-CFM
- SIDEWALL TRANSFER GRILLE
- SIDEWALL SUPPLY REGISTER
- SIDEWALL RETURN GRILLE OR OUTSIDE AIR LOUVER
- SIDEWALL EXHAUST GRILLE

- TS — WALL MOUNTED DDC TEMPERATURE SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- T — WALL MOUNTED THERMOSTAT MOUNT 4'-0" ABOVE FINISHED FLOOR
- C — WALL MOUNTED CO SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- H — WALL MOUNTED DDC HUMIDITY SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- H S — WALL MOUNTED HUMIDISTAT SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR
- A/B — PHOTO DETAIL OR SECTION IDENTIFICATION TARGET A = DETAIL NUMBER B = SHEET NUMBER ON WHICH DETAIL IS LOCATED
- RD — RADIATION DAMPER INSTALLED IN AIR DEVICE
- RD — RADIATION DAMPER INSTALLED IN DUCT.
- ELBOW WITH TURNING VANES
- X — REFERENCE NOTES
- X — REFERENCE NOTE - MULTI-DISCIPLINE SHEETS
- FLOW DIRECTION
- INDICATES POINT OF CONNECTION BETWEEN NEW AND EXISTING
- POINT OF DISCONNECT
- CWS — CONDENSER WATER SUPPLY PIPING
- CWR — CONDENSER WATER RETURN PIPING
- BCWS — BUILDING CONDENSER WATER SUPPLY PIPING
- BCWR — BUILDING CONDENSER WATER RETURN PIPING
- CHWS — CHILLED WATER SUPPLY PIPING
- CHWR — CHILLED WATER RETURN PIPING
- HWS — HEATING WATER SUPPLY PIPING
- HWR — HEATING WATER RETURN PIPING
- CD — CONDENSATE DRAIN PIPING
- R — REFRIGERANT PIPING
- FS — FLOW SENSOR
- SP — STATIC PRESSURE TRANSMITTER ASSEMBLY
- L, L=1/4W, MIN. 4", 45°, W — RECTANGULAR BRANCH DUCT CONNECTION. (PROVIDE BALANCING DAMPER AT ALL BRANCH CONNECTIONS)

- TEE (PLAN, UP, DOWN)
- ELBOW (PLAN, UP, DOWN)
- VALVE
- TWO WAY MOTORIZED CONTROL VALVE
- THREE WAY MOTORIZED CONTROL VALVE
- PRESSURE REDUCING VALVE
- FLOW CONTROL VALVE
- BALL VALVE FOR PIPING 2-INCHES AND SMALLER, BUTTERFLY VALVE FOR PIPING 2-1/2 INCHES AND LARGER
- BUTTERFLY VALVE
- CHECK VALVE
- STRAINER
- BALANCE VALVE WITH INTEGRAL TAPS FOR CONNECTION OF DIFFERENTIAL PRESSURE METER. VALVE SHALL HAVE NAMEPLATE INDICATING WATER FLOW RATE VERSUS VALVE PRESSURE DROP
- A — AUTOMATIC FLOW CONTROL VALVE WITH INTEGRAL TEMPERATURE AND PRESSURE TEST PORTS
- UNION
- VENTURI FLOW METER
- PRESSURE AND/OR TEMPERATURE PORT
- THERMOMETER
- PRESSURE GAUGE WITH GAUGE COCK
- FLEXIBLE CONNECTION
- PRESSURE RELIEF VALVE
- M — MOTORIZED ACTUATOR
- OPENING IN WALL ABOVE CEILING
- AHU 3 (EQUIPMENT TYPE, MARK) — EQUIPMENT TAG
- UC — 1" DOOR UNDER CUT. ARROW INDICATES DIRECTION OF FLOW
- FLEX DUCT

NOTE:

SYMBOLS SHOWN ON THIS MECHANICAL LEGEND ARE FOR REFERENCE PURPOSES ONLY. ALL OF THESE SYMBOLS MAY NOT BE USED FOR THIS PROJECT.

GENERAL NOTES

1. INSTALL EQUIPMENT AND MATERIALS IN COMPLIANCE WITH MANUFACTURER'S MINIMUM CLEARANCE REQUIREMENTS AND RECOMMENDATIONS.
2. ALL EQUIPMENT AND INSTALLATION SHALL COMPLY WITH THE LATEST EDITIONS OF NFPA AND THE LATEST ADOPTED EDITION FLORIDA BUILDING CODE (MECHANICAL, PLUMBING AND GAS).
3. ALL MATERIALS SHALL FIT THE SPACE AVAILABLE. VERIFY DIMENSIONS AND CLEARANCES ON BUILDING PLANS PRIOR TO COMMENCING WORK.
4. CONTRACTOR SHALL PERFORM TESTING AND BALANCING OF AIR SYSTEMS IN ACCORDANCE WITH AABC GUIDELINES. A TEST AND BALANCE REPORT SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER FOR APPROVAL.
5. PROVIDE 45 DEGREE BRANCH TAKE-OFF PER SMACNA FIG. 2-8 ON ALL RECTANGULAR DUCT TAKE-OFFS.
6. ALL DUCTWORK TAKE-OFFS AND/OR BRANCH DUCTWORK SHALL BE PROVIDED WITH A BALANCING DAMPER.
7. PROVIDE AND INSTALL DUCT MOUNTED HINGED ACCESS DOORS FOR ALL SMOKE AND/OR FIRE DAMPERS, NOT OTHERWISE ACCESSIBLE.
8. CONTRACTOR SHALL COORDINATE VOLTAGE AND PHASE OF EACH PIECE OF EQUIPMENT WITH THE ELECTRICAL CONTRACTOR PRIOR TO ORDERING AND SHALL COORDINATE WITH ALL OTHER TRADES PRIOR TO OR INSTALLING EQUIPMENT AND MATERIALS.
9. COORDINATE ALL HVAC SYSTEM DRAWINGS WITH THE BUILDING AND ROOF STRUCTURE TO AVOID INTERFERENCE BETWEEN MECHANICAL SYSTEMS AND ROOF STRUCTURE. DUCT SIZES MAY BE REVISED, BASED ON ENGINEER APPROVAL, TO FIT TRUSS SYSTEM SO LONG AS THE EQUIVALENT INSIDE CROSS SECTIONAL AREA IS NOT DECREASED.
10. GAUGES AND CONSTRUCTION FOR DUCTWORK SHALL CONFORM TO THE LATEST EDITION OF SMACNA'S HVAC DUCT CONSTRUCTION STANDARDS.
11. TRANSITION RECTANGULAR DUCTWORK ON BOTTOM AND SIDES. MAINTAIN TOP OF DUCTWORK LEVEL AND HIGH AS POSSIBLE. FLEXIBLE DUCT RUN-OUTS TO CEILING DIFFUSERS SHALL BE AS STRAIGHT AS POSSIBLE AND FREE OF SAGS & KINKS. FLEX DUCT SHALL BE THE SAME SIZE AS THE DIFFUSER NECK IT SERVES.
12. ALL DUCT TRANSITIONS FROM SQUARE TO ROUND SHALL BE SMOOTH SQUARE TO ROUND TRANSITIONS. SPIN-IN FITTINGS AT THE END OF CAPPED DUCTS ARE NOT ACCEPTABLE. DUCT DIMENSIONS SHOWN ARE INSIDE CLEAR DIMENSIONS.
13. THE CONTRACTOR SHALL FULFILL ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AND SHALL COMPLETE THE WORK SHOWN ON THESE DRAWINGS. ALL SYSTEMS SHALL BE FINISHED, TESTED AND BALANCED, ADJUSTED, AND PROVEN TO BE FULLY OPERATIONAL AND USEABLE.
14. ADJUST ALL DIFFUSERS IN CORRIDORS OR WITHIN THREE (3) FEET OF A WALL TO PROVIDE 2-WAY OR 3-WAY BLOW AWAY FROM OR DIRECTLY INTO WALLS. ALL DIFFUSERS SHALL HAVE 4-WAY BLOW UNLESS NOTED OTHERWISE.
15. PORTIONS OF DUCTWORK VISIBLE THROUGH GRILLES AND REGISTERS IN FINISHED AREAS SHALL BE PAINTED FLAT BLACK.
16. ALL DAMPERS IN AND ABOVE CEILINGS SHALL BE ACCESSIBLE. CONTRACTOR SHALL COORDINATE ALL ACCESS PANELS IN CEILINGS OR WALLS WITH ARCHITECTURAL REFLECTED CEILING PLANS AND/OR INTERIOR DRAWINGS FOR PROPER LOCATION.
17. MOUNT THERMOSTATS WHERE INDICATED ON PLANS 48" A.F.F. UNLESS NOTED OTHERWISE. COORDINATE ALL THERMOSTAT LOCATION TO NOT BE MOUNTING WHERE MILLWORK, ARTWORK AND/OR ANY HEAT PRODUCING EQUIPMENT WILL BE PLACED. THERMOSTATS AND SENSORS SHALL BOT BE INSTALLED ON LED 'SPLAT' LOGO WALL, GLASS OR MIRRORED WALLS.
18. COORDINATE DUCTWORK AND PIPING WITH PLUMBING, FIRE PROTECTION AND ELECTRICAL. MAKE OFFSETS AND TRANSITIONS TO COORDINATE WITH OTHER TRADES WITHOUT ANY ADDITIONAL EXPENSE TO THE CONTRACT.
19. SEAL ALL TRANSVERSE JOINTS AND FITTINGS WITH DUCT SEALER.
20. TRAP AND ROUTE CONDENSATE DRAINS LINES, FULL SIZE OF UNIT CONNECTION, AS INDICATED. SLOPE 1/8" PER FOOT.
21. ALTERNATE MANUFACTURERS AND MODELS WILL BE REVIEWED. THERE MAY BE ARCHITECTURAL, STRUCTURAL AND ELECTRICAL CHANGES RESULTING FROM THE ALTERNATES. THE COST OF IMPLEMENTING AND ENGINEERING THESE CHANGES SHALL BE BORNE BY THE MECHANICAL SUBCONTRACTOR.
22. PIPE AND DUCT ROUTING SHOWN IS SCHEMATIC. PROVIDE ANY ADDITIONAL OFFSETS AND FITTINGS, INCLUDING DIVIDED DUCTS, REQUIRED FOR PROPER INSTALLATION AND TO MAINTAIN CLEARANCES AS ENCOUNTERED IN THE FIELD.
23. COORDINATE CEILING MOUNTED AIR DEVICE LOCATION WITH THE ARCHITECTURAL REFLECTED CEILING PLAN AND OTHER TRADES.
24. ALL CONTROL WIRING AND CONDUIT SHALL COMPLY WITH NEC DIVISION 16 SPECIFICATIONS.
25. PROVIDE MATERIALS WHICH HAVE A FLAME SPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPED RATING OF 50 OR LESS WHEN TESTED IN ACCORD WITH ASTM E84.
26. SLEEVE AND FIRE STOP PENETRATIONS THROUGH FIRE RATED SYSTEMS TO MAINTAIN RATING OF SYSTEM. USE MINIMUM GALVANIZED STEEL GAUGE DUCT AS REQUIRED TO MAINTAIN RATING OF SYSTEM.
27. WHERE THE EXHAUST DUCT IS CONCEALED WITHIN THE BUILDING CONSTRUCTION, THE EQUIVALENT LENGTH OF THE DUCT SHALL BE IDENTIFIED ON A PERMANENT LABEL OR TAG. THE LABEL OR TAG SHALL BE LOCATED WITHIN 6 FEET OF THE EXHAUST DUCT CONNECTION.
28. CONTRACTOR TO ORDER ALL FIRE/SMOKE DAMPERS WITH INTEGRAL SMOKE DETECTORS AND END STOP INDICATOR OPTIONS. VERIFY VOLTAGE WITH ELECTRICAL DRAWINGS. IF BUILDING IS EQUIPPED WITH FIRE ALARM SYSTEM ALL FIRE/SMOKE DAMPERS WILL BE CONNECTED TO BUILDING FIRE ALARM SYSTEM.
29. ALL MECHANICAL EQUIPMENT SHALL BE THOROUGHLY CLEANED OF ALL DIRT, OIL, CONCRETE, ETC. ANY DENTS, SCRATCHES OR OTHER VISIBLE BLEMISHES SHALL BE CORRECTED AND THE APPEARANCE OF THE EQUIPMENT MADE "LIKE NEW" AND TO THE SATISFACTION OF THE ARCHITECT/ENGINEER. UPON COMPLETION, AND BEFORE FINAL ACCEPTANCE OF THE WORK, ALL DEBRIS, RUBBISH, LEFTOVER MATERIALS, TOOLS AND EQUIPMENT SHALL BE REMOVED FROM THE SITE. PROTECTION OF WORK UNTIL FINAL ACCEPTANCE: PROTECT ALL MATERIALS AND EQUIPMENT FROM DAMAGE, ENTRANCE OF DIRT AND CONSTRUCTION DEBRIS FROM THE TIME OF INSTALLATION UNTIL FINAL ACCEPTANCE. ANY MATERIALS AND EQUIPMENT WHICH ARE DAMAGED SHALL BE REPAIRED TO "AS NEW" CONDITION OR REPLACED AT THE DIRECTION OF THE ARCHITECT/ENGINEER. WHERE FACTORY FINISHES OCCUR AND DAMAGE IS MINOR, FINISHES MAY BE TOUCHED UP. IF, IN THE OPINION OF THE ARCHITECT/ENGINEER THE DAMAGE IS EXCESSIVE, FACTORY FINISH SHALL BE REPLACED TO "NEW" CONDITION.
30. DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT AND EXTENT OF WORK. EXACT LOCATIONS AND ARRANGEMENT OF MATERIALS AND EQUIPMENT SHALL BE DETERMINED, WITH THE ACCEPTANCE OF THE ARCHITECT/ENGINEER, AS WORK PROGRESSES TO CONFORM IN THE BEST POSSIBLE MANNER WITH THE SURROUNDINGS AND WITH THE ADJOINING WORK OF OTHER TRADES. WHERE LOCATIONS OF EQUIPMENT, DEVICES OR FIXTURES ARE CONTROLLED BY ARCHITECTURAL FEATURES, ESTABLISH SUCH LOCATIONS BY REFERRING TO DIMENSIONS ON ARCHITECTURAL DRAWINGS AND NOT BY SCALING DRAWINGS.
31. IN CASE OF DIFFERENCES BETWEEN DRAWINGS AND SPECIFICATIONS, OR WHERE DRAWINGS AND SPECIFICATIONS ARE NOT CLEAR OR DEFINITE, THE SUBJECT SHALL BE REFERRED TO ARCHITECT/ENGINEER FOR CLARIFICATION AND INSTRUCTIONS.
32. ANY INTERRUPTION OF EXISTING MECHANICAL AND ELECTRICAL SERVICES SHALL BE COORDINATED IN ADVANCE WITH THE OWNER'S REPRESENTATIVE. THIS INCLUDES, BUT IS NOT LIMITED TO, SERVICES PROVIDING CHILLED WATER, ELECTRICITY, OR OTHER CRITICAL SYSTEMS AS MAY BE PERTINENT TO THIS PARTICULAR PROJECT. SERVICE INTERRUPTION TIMES AND DURATION OF INTERRUPTION OF SERVICES SHALL BE DECIDED BY THE OWNER. PROVIDE APPROPRIATE PROVISIONS (E.G., ISOLATION SHUT-OFF VALVES, DAMPERS, END CAPS, AND SIMILAR ITEMS) AS NECESSARY TO ACCOMMODATE THE REQUIRED SERVICE INTERRUPTIONS. IF SHUTDOWNS CANNOT BE ACCOMMODATED, PROVIDE MEANS FOR "WET" TAPPING OR "HOT" TAPPING OF PIPING SYSTEMS.
33. ALL ELECTRICAL DEVICES SHALL BE U.L. APPROVED.

NOTE: GENERAL NOTES , ABBREVIATIONS AND SYMBOLS ON THIS MECHANICAL SHEET ARE FOR GENERAL REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

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This item has been electronically signed and sealed by Lawrence M. Stoff, PE on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

Digitally signed by Lawrence M Stoff
Date: 2025.01.29 08:46:10-05'00'

LAWRENCE M. STOFF P.E.# 78586

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REVISIONS:	
Project No.:	24-01035
Date:	NOVEMBER 8, 2024
Drawn By:	SP/JS/PJR
Checked By:	BLS/LMS

MECHANICAL LEGEND

M000

100% Construction Documents

MECHANICAL SPECIFICATIONS

PART 1: GENERAL PROVISIONS: HEATING, VENTILATING AND AIR CONDITIONING:

PART 1 GENERAL PROVISIONS - HEATING, VENTILATING AND AIR CONDITIONING

1.1 RELATED DOCUMENTS:

A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 REGULATIONS AND PERMITS:

A. ALL WORK SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

B. ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES:

B.1. FLORIDA BUILDING CODE 2023, 8TH EDITION.
B.2. NFPA 90A, STANDARD FOR THE INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS
B.3. NFPA 90B, STANDARD FOR THE INSTALLATION OF WARM AIR HEATING AND AIR-CONDITIONING SYSTEMS

C. WORK SHALL COMPLY WITH THE FOLLOWING STANDARDS:
C.1. AMERICAN SOCIETY OF HEATING, REFRIGERATION, AND AIR CONDITIONING ENGINEERS. (ASHRAE).
C.2. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME).
C.3. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
C.4. AMERICAN SOCIETY FOR TESTING AND MATERIALS. (ASTM)
C.5. UNDERWRITER'S LABORATORIES, INC. (UL).
C.6. SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
C.7. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION NEMA).
C.8. AMERICAN REFRIGERATION INSTITUTE (ARI).
C.9. ASSOCIATED AIR BALANCE COUNCIL (AABC).
C.10. AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA).
C.11. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
C.12. THERMAL INSULATION MANUFACTURER'S ASSOCIATION (TIMA).

D. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS AND PAY FOR ALL FEES, CHARGES AND PERMITS REQUIRED AS WELL AS FOR ALL HAULING, RIGGING AND TRANSPORTATION CHARGES.

1.3 DESCRIPTION OF WORK:

A. THE WORK INCLUDED IN THIS SECTION SHALL COMPRISE ALL LABOR, MATERIALS, EQUIPMENT, MACHINERY AND SERVICE INCIDENTAL TO THE INSTALLATION OF A COMPLETE HEATING, COOLING AND VENTILATION SYSTEM AS HEREINAFTER SPECIFIED, AND SHOWN ON DRAWINGS.

B. THE CONTRACTOR SHALL LAY OUT HIS OWN WORK AND COORDINATE HIS WORK WITH THAT OF OTHER TRADES AND BE RESPONSIBLE FOR ALL MEASUREMENTS.

C. ALL WORK SHALL BE SUBJECT TO APPROVAL OF OWNER OR HIS REPRESENTATIVE.

D. WHERE SINGLE POINT ELECTRICAL CONNECTION IS CALLED FOR, PROVIDE ADDITIONAL OVER CURRENT PROTECTION AND WIRING BEYOND SINGLE POINT CONNECTION FOR HEATER AND FAN WHEN UNIT HAS TWO POINTS OF CONNECTION.

E. THE MECHANICAL CONTRACTOR SHALL SURVEY SITE AND STUDY CONTRACT DOCUMENTS PRIOR TO BEGINNING CONSTRUCTION. ALL PROBLEMS CONCERNING COORDINATION OF DIFFERING TRADES, INTERFERENCES, LACK OF CEILING CAVITY SPACE, OR ANY PROBLEMS IN UNDERSTANDING THE SPECIFICATIONS HEREIN AND DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER PRIOR TO CONSTRUCTION.

F. THE MECHANICAL CONTRACTOR SHALL FIELD VERIFY ALL BUILDING CONDITIONS PRIOR TO START OF WORK. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND WHAT IS SHOWN ON PLANS THAT AFFECT THE WORK SHALL BE BROUGHT TO THE ARCHITECT/ENGINEER'S ATTENTION IMMEDIATELY.

G. ALL ROOF-MOUNTED DEVICES, EQUIPMENT AND SYSTEMS SHALL BE CONSTRUCTED, DESIGNED AND FASTENED TO WITHSTAND WIND LOADS OF VELOCITIES UP TO 155 MPH. STRUCTURAL CALCULATIONS FOR ROOF-MOUNTED EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH FLORIDA BUILDING CODE REQUIREMENTS AND SUBMITTED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.

H. CONTRACTOR SHALL CHECK SIZE OF ENTRANCE WAYS TO MAKE SURE SUFFICIENT SPACE IS AVAILABLE FOR ENTRANCE OF EQUIPMENT.

I. THE WORK INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
I.1. FURNISH AND INSTALL ALL DUCTLESS SPLIT SYSTEMS, AIR CONDITIONING UNITS, DUCTWORK, INSULATION, PIPING DUCT SMOKE DETECTORS, ELECTRIC RESISTANCE HEATERS, AIR DEVICES, AND CONTROLS NEEDED FOR A COMPLETE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM.

I.2. FURNISH AND INSTALL ALL CONDENSATE DRAINS AND SUPPORTS.

I.3. FURNISH AND INSTALL ALL TEMPERATURE CONTROLS AS HEREINAFTER SPECIFIED.

I.4. BALANCE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM SO AS TO MEET SCHEDULES AND FOR PROPER AC WORKING ORDER.

I.5. FURNISH AND INSTALL ALL DUCTWORK AS SHOWN ON PLANS AND AS HEREIN SPECIFIED.

I.6. FURNISH AND INSTALL ALL EXHAUST FANS AND SUPPLY FANS SPECIFIED HEREIN AND AS SHOWN ON DRAWINGS.

I.7. MECHANICAL CONTRACTOR SHALL PROVIDE ALL CONTROL WIRING REQUIRED TO PROVIDE A COMPLETE AUTOMATIC CONTROL SYSTEM. PROVIDE IN CONDUIT IN EXPOSED LOCATIONS AND WALLS, SUPPORT EVERY 3 FEET ABOVE CEILING USING J-HOOKS. CONTROL WIRING ABOVE CEILING SHALL BE PLENUM RATED.

J. THE ELECTRICAL PROVISIONS OF MECHANICAL WORK TO BE FURNISHED BY THE MECHANICAL CONTRACTOR CAN BE SUMMARIZED BY (BUT NOT LIMITED TO) THE FOLLOWING:

J.1. MOTORS AND MOTOR STARTERS.
J.2. CONTROL SWITCHES, PILOT LIGHTS, INTERLOCKS AND SIMILAR DEVICES.
J.3. HEATING COILS.
J.4. LOW VOLTAGE CONTROL WIRING.
J.5. OTHER EQUIPMENT, DEVICES, ETC., AS SPECIFIED AS MECHANICAL WORK IN THE FOLLOWING SPECIFICATIONS AND IN THE DRAWINGS.

1.4 PRODUCT HANDLING:

A. ALL MATERIALS SHALL BE HANDLED AND STORED IN A MANNER SO AS TO PREVENT DAMAGE. MATERIALS SHALL BE STORED UNDER COVER AND ABOVE GROUND.

B. ALL PRODUCTS SHALL BE SHIPPED TO THE JOB SITE IN UNOPENED CARTONS, CONTAINERS, ETC., AS RECEIVED FROM THE MANUFACTURER.

C. ALL ROOF MOUNTED AND/OR WALL MOUNTED AND/OR GROUND MOUNTED DEVICES: EQUIPMENT AND SYSTEMS SHALL BE CONSTRUCTED, DESIGNED AND FASTENED TO WITHSTAND WIND LOADS OF VELOCITIES UP TO 155 MPH. STRUCTURAL CALCULATIONS THUS EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH FLORIDA BUILDING CODE REQUIREMENTS AND SUBMITTED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA OR PRODUCTS SHALL BE LABELED TO MEET THE FLORIDA PRODUCT APPROVAL RATING.

PART 2 PRODUCTS:

2.1 DIRECT EXPANSION SPLIT SYSTEM AIR CONDITIONING UNITS

A. CABINET:
A.1. CONSTRUCTION: SINGLE WALL.
A.1.1. EXTERIOR CASING: GALVANIZED STEEL WITH BAKED-ENAMEL PAINT FINISH WITH LIFTING LUGS AND KNOCKOUTS FOR ELECTRICAL AND PIPING CONNECTIONS. PROVIDE CORROSION RESISTANCE COATING TO ALL EXTERIOR COILS.

B. INTERIOR CASING - GALVANIZED STEEL:
B.1. BASE RAILS: GALVANIZED-STEEL RAILS FOR MOUNTING ON HOUSEKEEPING PAD.
B.2. SERVICE DOORS: HINGED ACCESS DOORS WITH NEOPRENE GASKETS.
B.3. INTERNAL INSULATION: FIBROUS-GLASS DUCT LINING COMPLYING WITH ASTM C 1071, TYPE II.
B.3.1. THICKNESS: 1 INCH (25 MM).
B.3.2. INSULATION ADHESIVE: COMPLY WITH ASTM C 916, TYPE I.
B.4. MECHANICAL FASTENERS: GALVANIZED STEEL, SUITABLE FOR ADHESIVE ATTACHMENT, MECHANICAL ATTACHMENT, OR WELDING ATTACHMENT TO CASING WITHOUT DAMAGING LINER AND WITHOUT CAUSING AIR LEAKAGE WHEN APPLIED AS RECOMMENDED BY MANUFACTURER.
B.5. CONDENSATE DRAIN PANS: FORMED SECTIONS OF STAINLESS-STEEL SHEET DESIGNED FOR SELF-DRAINAGE. FABRICATE PANS WITH SLOPES TO PRECLUDE BUILDUP OF MICROBIAL SLIME. PROVIDE FLOAT SWITCH.

C. SUPPLY-AIR FAN:
C.1. FAN: FORWARD-CURVED CENTRIFUGAL; STATICALLY AND DYNAMICALLY BALANCED, GALVANIZED STEEL, MOUNTED ON SOLID-STEEL SHAFT WITH SELF-ALIGNING, PERMANENTLY LUBRICATED BALL BEARINGS.
C.2. MOTOR: TOTALLY ENCLOSED-SPEED MOTOR.
C.3. DRIVE: DIRECT DRIVE OR V-BELT DRIVE WITH MATCHING FAN PULLEY AND ADJUSTABLE MOTOR SHEAVES AND BELT ASSEMBLY WITH MINIMUM 1.4 SERVICE FACTOR.
C.4. MOUNTING: FAN WHEEL, MOTOR, AND DRIVES SHALL BE MOUNTED IN FAN CASING WITH SPRING ISOLATORS.

D. REFRIGERATION SYSTEM:
D.1. FABRICATE AND LABEL REFRIGERATION SYSTEM TO COMPLY WITH ASHRAE 15, "SAFETY CODE FOR MECHANICAL REFRIGERATION."
D.2. COMPRESSORS: RECIPROCATING OR SCROLL COMPRESSORS WITH INTEGRAL VIBRATION ISOLATORS, INTERNAL OVERCURRENT AND OVERTEMPERATURE PROTECTION, INTERNAL PRESSURE RELIEF.
D.3. EER AND COP: 13 EER AND 11.8 COP VALUES AS DEFINED BY ASHRAE/IESNA 90.1, "ENERGY EFFICIENT DESIGN OF NEW BUILDINGS EXCEPT LOW-RISE RESIDENTIAL BUILDINGS."
D.4. REFRIGERANT: R-410A ON ALL NEW SYSTEMS.
D.5. REFRIGERATION SYSTEM SPECIALTIES: EXPANSION VALVE WITH REPLACEABLE THERMOSTATIC ELEMENT
D.6. REFRIGERANT DRYER.
D.7. HIGH-PRESSURE SWITCH.
D.8. LOW-PRESSURE SWITCH.
D.9. THERMOSTAT FOR COIL FREEZE-UP PROTECTION DURING LOW AMBIENT TEMPERATURE OPERATION OR LOSS OF AIR.
D.10. BRASS SERVICE VALVES INSTALLED IN DISCHARGE AND LIQUID LINES.
D.11. OPERATING CHARGE OF REFRIGERANT.

E. CAPACITY CONTROL
E.1. HOT-GAS BYPASS REFRIGERANT CONTROL FOR CAPACITY CONTROL WITH CONTINUOUS DEHUMIDIFICATION ON A SINGLE COMPRESSOR.

F. REFRIGERANT COILS
F.1. EVAPORATOR AND CONDENSER COILS SHALL BE DESIGNED, TESTED, FABRICATED, AND RATED ACCORDING TO ARI 410 AND ASHRAE 33. COILS SHALL BE LEAK TESTED UNDER WATER WITH AIR AT 315 PSIG (2170 KPA). CONDENSER COILS SHALL BE COATED FROM THE FACTORY WITH A PHENOLIC EPOXY COATING TO MITIGATE COIL CORROSION OUTDOORS.
F.2. CAPACITY REDUCTION: CIRCUIT COILS FOR FACE CONTROL.
F.3. TUBES: COPPER.
F.4. FINS: ALUMINUM
F.5. FIN AND TUBE JOINT: MECHANICAL BOND.
F.6. SUCTION AND DISTRIBUTOR: SEAMLESS COPPER TUBE WITH BRAZED JOINTS.
F.7. COATING: PHENOLIC EPOXY CORROSION-PROTECTION COATING ON BOTH COILS.
F.8. SOURCE QUALITY CONTROL: TEST TO 450 PSIG (3105 KPA), AND TO 300 PSIG (2070 KPA) UNDERWATER.

G. CONDENSER FAN: PROPELLER TYPE, DIRECTLY DRIVEN BY MOTOR.

H. SAFETY CONTROLS:
H.1. COMPRESSOR MOTOR AND OUTSIDE-COIL FAN MOTOR LOW AMBIENT LOCKOUT.
H.2. OVERCURRENT PROTECTION FOR COMPRESSOR MOTOR AND OUTSIDE-COIL FAN MOTORS.

I. FILTERS:
I.1. COMPLY WITH NFPA 90A.
I.2. DISPOSABLE PLEATED FILTERS: 2-INCH- (50-MM-) THICK, FACTORY-FABRICATED, FLAT-PANEL-TYPE, DISPOSABLE AIR FILTERS WITH HOLDING FRAMES.
I.3. FILTER MEDIA TO BE INTERLACED GLASS FIBERS SPRAYED WITH NONFLAMMABLE ADHESIVE.
I.4. FILTER FRAMES TO BE GALVANIZED STEEL.

J. CONTROLS
J.1. FACTORY-WIRE CONNECTION FOR CONTROLS' POWER SUPPLY.
J.2. CONTROL DEVICES, INCLUDING SENSORS, TRANSMITTERS, RELAYS, SWITCHES, THERMOSTATS, HUMIDISTATS, DETECTORS, OPERATORS, ACTUATORS, AND VALVES, SHALL BE MANUFACTURER'S STANDARD ITEMS TO ACCOMPLISH INDICATED CONTROL FUNCTIONS.
J.3. UNIT CONTROLS: SOLID-STATE CONTROL BOARD AND COMPONENTS WITH FIELD-ADJUSTABLE CONTROL PARAMETERS.
J.4. SUPPLY-FAN CONTROL: UNITS SHALL BE ELECTRICALLY INTERLOCKED WITH CORRESPONDING EXHAUST FANS, TO OPERATE CONTINUOUSLY WHEN EXHAUST FANS ARE RUNNING. TIME CLOCK SHALL SWITCH OPERATION FROM OCCUPIED TO UNOCCUPIED. NIGHT SETBACK THERMOSTAT SHALL CYCLE FAN DURING UNOCCUPIED PERIODS TO MAINTAIN SPACE TEMPERATURE.
J.5. TIMER: SEVEN-DAY ELECTRONIC CLOCK.

K. OPTIONS:
K.1. WHERE INDICATED ON THE PLANS, SCHEDULES OR DETAILS PROVIDE THE FOLLOWING:
K.1.1. HIGH STATIC FAN.
K.1.2. VFD ON FAN FOR VARIABLE AIR VOLUME CONTROL.
K.1.3. HOT GAS REHEAT MODULE WITH DEHUMIDIFICATION CAPABILITIES AND ASSOCIATED CONTROLS.
K.1.4. INTEGRAL DISCONNECT.
K.1.5. SINGLE POINT POWER.

2.2 CONDENSATE PIPING:

CONDENSATE PIPING SHALL BE TYPE "M" COPPER OR SCHEDULE 40 PVC. IF COPPER IS USED, INSULATE WITH 1" ARMAFLEX OR APPROVED EQUAL. TRANSITION TO COPPER SHALL BE MADE BEFORE PIPE ENTERS RETURN AIR PLENUM. DO NOT INSTALL PVC PIPING IN ANY RETURN AIR PLENUM. ARMAFLEX SHALL BE RATED FOR USE IN RETURN AIR PLENUM. PAINT ARMAFLEX INSULATION IN EXTERIOR LOCATIONS WITH ALUMINUM JACKETING, FITTINGS AND STRAPPING FOR UV AND PHYSICAL PROTECTION. INSTALL SHALL YIELD CONDENSATE FREE OPERATION AND SHALL BE IN ACCORDANCE TO MANUFACTURER'S RECOMMENDATIONS.

A. MINIMUM CONDENSATE PIPING SIZE SHALL BE AS FOLLOWS:

UP TO	5 TONS	1"
5 TO	30 TONS	1-1/4"
LARGER THAN	30 TONS	2"

BASED ON TOTAL CAPACITY OF A/C UNITS CONNECTED TO BRANCH OR MAIN CONDENSATE DRAIN.

2.3 REFRIGERANT PIPING:

A. REFRIGERANT PIPING SHALL BE HARD TEMPERED, SEAMLESS COPPER TUBING TYPE L-ARC CONFORMING TO ASTM SPECIFICATION B-88. MANUFACTURERS NAME OR TRADEMARK AND TYPE OF TUBING SHALL BE IDENTIFIED AT 3-FOOT INTERVALS. FITTINGS SHALL BE FROST PROOF TYPE AND ELBOWS SHALL BE LONG RADIUS SOLDER TYPE. WHEN ASSEMBLING CUT PIPE SQUARE, CLEAN AND POLISH TUBE ENDS ALSO INNER SURFACE OF FITTINGS. APPLY FLUX AND SOLDER JOINTS AS RECOMMENDED BY MANUFACTURER OF SOLDER TYPE FITTINGS. SOLDER WITH 15% SILVER CONTENT, EQUAL TO SIL-FLOS 15.

B. REFRIGERANT PIPING SHALL BE SIZED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. INSULATE SUCTION LINES WITH 1" ARMAFLEX, RATED FOR USE IN RETURN PLENUM. COVER ARMAFLEX INSULATION IN EXTERIOR LOCATIONS WITH ALUMINUM JACKETING, FITTINGS AND STRAPPING FOR UV AND PHYSICAL PROTECTION.

2.4 DUCTWORK:

A. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED IN STRICT ACCORDANCE WITH SMACNA STANDARDS.

B. OUTSIDE AIR DUCTWORK AND PLENUMS SHALL BE LOW PRESSURE GALVANIZED METAL DUCT (GALVANIZED STEEL, G90TYPE) WITH 2" FIBERGLASS WRAP AND VAPOR BARRIER.
B.1. IF FOUND ACCEPTABLE TO THE OWNER AND ENGINEER, FIBERGLASS DUCT BOARD CAN BE USED IN PLACE OF SHEET METAL DUCTWORK. FIBERGLASS DUCTBOARD SHALL HAVE ACHIEVE SAME MIN. R-VALUE (MIN. 1" THICKNESS). INTERIOR FACE (AND/OR ANY SURFACE COMMUNICATING WITH THE AIR STREAM) SHALL HAVE ANIT-MICROBIAL COATING.

C. EXHAUST AIR DUCTWORK SHALL BE LOW PRESSURE GALVANIZED METAL DUCT (GALVANIZED STEEL, 590 TYPE). INSULATE DUCTWORK WITHIN 10FT OF EXTERIOR TERMINATION POINT WITH 2" FIBERGLASS WRAP AND VAPOR BARRIER. DUCTWORK FURTHER THAN 10FT FROM EXTERIOR TERMINATION POINT DOES NOT NEED TO BE INSULATED IF LOCATED WITHIN A PLENUM OR CONDITIONED AREA.

D. SUPPLY AND RETURN DUCTWORK SHALL BE LOW OR MEDIUM PRESSURE GALVANIZED G90 TYPE SHEET METAL DUCT AND SHALL BE EXTERNALLY WRAPPED WITH 2" FIBERGLASS INSULATION (MIN. R-6) AND VAPOR BARRIER.
D.1. LOW PRESSURE DUCTWORK SHALL BE ANY DUCTWORK CONVEYING AIR OR GASES LESS THAN 2000FPM OR LESS THAN 2.0" INCHES W.C..
D.2. MEDIUM PRESSURE DUCTWORK SHALL BE DUCTWORK CONVEYING AIR OR GASES ABOVE 2000FPM OR 2.0" W.C. OR HIGHER.
D.3. DUCTWORK SHALL BE CONSTRUCTED TO ADHERE TO THE ASSOCIATED SMACNA DUCT PRESSURE CLASS REQUIREMENTS/STANDARDS.
D.4. IF FOUND ACCEPTABLE TO THE OWNER AND ENGINEER, FIBERGLASS DUCT BOARD CAN BE USED IN PLACE OF SHEET METAL DUCTWORK. FIBERGLASS DUCTBOARD SHALL HAVE ACHIEVE SAME MIN. R-VALUE (MIN. 1" THICKNESS). INTERIOR FACE (AND/OR ANY SURFACE COMMUNICATING WITH THE AIR STREAM) SHALL HAVE ANIT-MICROBIAL COATING.

E. FURNISH AND INSTALL ALL EXTRACTORS, TURNING VANES, SPLITTER DAMPERS, FIRE DAMPERS, ETC., PER SMACNA AND AS SHOWN ON PLANS.

F. SEAL DUCTWORK AFTER INSTALLATION TO SEAL CLASS RECOMMENDED, AND METHOD PRESCRIBED IN SMACNA STANDARDS.

G. ALL DUCTWORK INSTALLED IN AN ATTIC, OR OTHER UNCONDITIONED SPACE, SHALL BE INSULATED. ALL METAL SUPPLY DUCTWORK INSTALLED IN A VENTILATED CRAWL SPACE OR OTHER NONCONDITIONED AREA SHALL BE INSULATED. INSULATION SHALL BE A MINIMUM 2 IN THICK, 3/4 POUND DENSITY BLANKET OR 1 IN THICK, 1-1/2 LB. DENSITY LINER. WHEN DUCTS USED FOR COOLING ARE EXTERNALLY INSULATED, THE INSULATION SHALL BE COVERED WITH A VAPOR BARRIER HAVING A MAXIMUM PERMEANCE OF 0.05 PERMS OR ALUMINUM FOIL HAVING A MINIMUM THICKNESS OF 2 MILS. WHEN NONMETALLIC DUCTS OR OTHER APPROVED INSULATING OR LINING MATERIALS ARE USED, THE MAXIMUM THERMAL CONDUCTANCE VALUE OF THE MATERIAL SHALL BE 0.23 AT 75 ˚F. ALL EXTERIOR DUCTS AND INSULATION, SHALL BE PROPERLY PROTECTED WITH AN APPROVED WEATHERPROOF VAPOR BARRIER.

H. ALL EXTERIOR DUCTWORK SHALL BE SHEETMETAL DUCTWORK WITH EXTERNAL RIGID FIBERGLASS INSULATION (MIN. R-7) WITH CORNER ANGLES AND SHEET METAL JACKETING SEALED WITH FLEX-CLAD 400.

I. VIBRATION ISOLATION CONNECTORS BETWEEN DUCTS AND MECHANICAL SYSTEMS SHALL BE OF AN APPROVED FLAME RETARDANT FABRIC, AND SHALL BE 10 IN OR LESS IN LENGTH. ON COMMERCIAL SYSTEMS, A SLEEVE JOINT PACKED WITH AN APPROVED MATERIAL HAVING A MAXIMUM FLAMESPREAD RATING OF 25 AND MAXIMUM SMOKE DEVELOPED RATING OF 50 MAY BE USED.

2.5 EXHAUST AND VENTILATION FANS:

A. PROVIDE EXHAUST FANS AS SCHEDULED. ALL DIRECT DRIVE FANS SHALL BE FURNISHED WITH A SPEED CONTROLLER. ANY ECM MOTORS SHALL BE FURNISHED WITH A POTENTIOMETER SPEED CONTROLLER. ALL ROOFTOP FANS SHALL BE FURNISHED WITH A MANUFACTURER FABRICATED ROOF CURB (ACOUSTICALLY INSULATED WHERE NOTED ON THE SCHEDULE). WHERE FOUND FULLY COMPLIANT WITH THIS SPECIFICATIONS SECTION AND EQUIVALENT TO THE SCHEDULED EQUIPMENT, FANS FROM THE FOLLOWING MANUFACTURER'S ARE ACCEPTABLE: GREENHECK, LOREN COOK AND PENNBARRY. CORPORATE APPROVAL IS REQUIRED FOR ANY UNIT NOT SPECIFICALLY PRESCRIBED BY DIP 3.4 APPENDIX A. ALTERNATE UNITS WILL BE REVIEWED BY CORPORATE CONSULTING ENGINEER AT FRANCHISEE EXPENSE.

B. PROVIDE CENTRIFUGAL ROOF EXHAUST FANS:

1. DIRECT OR ADJUSTABLE PITCH BELT DRIVE AS SCHEDULED.
2. HOUSING HEAVY GAUGE, ALUMINUM, WEATHERPROOF.
3. WHEELS CENTRIFUGAL TYPE.
4. MOTOR OUTSIDE OF AIR STREAM IN ISOLATED MOTOR COMPARTMENT WITH FORCED OUTSIDE AIR COOLING FAN MOTOR.
5. FAN AND MOTOR ON VIBRATION ISOLATION MOUNTS.
6. MOTORS CONTINUOUS DUTY TYPE PERMANENTLY LUBRICATED BEARINGS HAVING A MINIMUM AVERAGE LIFE OF L10-40,000 HOURS. FACTORY WIRED TO JUNCTION BOX WITH DISCONNECT SWITCH.
7. TIP SPEED AND MOTOR HORSEPOWER SHALL NOT EXCEED CATALOG RATINGS.
8. ACCESSORIES TO INCLUDE 18" SOUND ATTENUATING CURB, BIRD SCREEN, BACK DRAFT DAMPER AND HINGED SUB_BASE FOR DAMPER ACCESS

2.6 CONTROLS:

A. THERMOSTATS:

A.1. PROVIDE WIFI THERMOSTAT. THERMOSTAT SHALL BE EITHER "HONEYWELL TH8321WF" OR "ECOBEE3". NO SUBSTITUTIONS ALLOWED. THERMOSTAT SHALL HAVE MULTIPLE STAGE APPLICATIONS, AUTOMATIC CHANGEOVER, 7-DAY PROGRAM WITH AUTO-ON FAN AND AUTO-OFF SYSTEM SWITCHES. REFER TO THERMOSTAT DIAGRAM. UNIT SHALL BE FULLY COMPATIBLE WITH UNIT SERVED.

2.7 SEALANTS:

A. ALL VOIDS, CRACKS, HOLES AND SPACES AROUND DUCTS AND PIPES PENETRATING FIRE RATED CEILINGS AND WALLS SHALL BE SEALED USING 3 M BRAND "FIRE BARRIER" CAULK # CP 25 OR PUTTY #303. THE CAULK OR PUTTY SHALL BE A ONE PART, INTUMESCENT ELASTOMER. UNDER NORMAL ENVIRONMENTAL CONDITIONS THE MATERIAL SHALL BE NON CORROSIVE TO METAL. WHEN EXPOSED TO FLAME OR HEAT, IT SHALL BE CAPABLE OF EXPANDING UP TO 10 TIMES.

2.8 HANGARS AND SUPPORTS:

A. PIPE HANGERS: WHERE NEEDED, SHALL BE GRINNEL #260 CLEVIS TYPE, 5'-0" ON CENTER, SECURELY ATTACHED TO BUILDING CONSTRUCTION. SPACE AT MIN. 5'-0" INTERVALS.

B. PIPE SUPPORT:
ATTACH LINES SECURELY ALONG PAD/FLOOR/EQUIPMENT/STRUCTURE TO PREVENT MOVEMENT. SUPPORT IN A MANNER THAT LINES DO NOT HANG FROM EVAPORATOR CONNECTIONS OR BLOCK ACCESS TO FILTERS, CONTROLS, ETC.

SUPPORT AT MIN. 8'-0" INTERVALS FOR VERTICAL PIPES, 5'-0" FOR SUSPENDED HORIZONTAL PIPING.

C. PROVIDE ALL NECESSARY HANGER RODS, CLAMPS AND ATTACHMENTS TO PROPERLY INSTALL AND SUPPORT DUCTWORK, PIPING AND EQUIPMENT FROM THE BUILDING STRUCTURE. PROVIDE ANY ANGLE IRON OR UNISTRUT AND SUSPENSION RODS REQUIRED TO INSTALL EQUIPMENT, PIPING AND DUCTWORK.ALL SUPPORTS EXPOSED TO OUTDOORS SHALL BE CLEANED, PRIMED AND PAINTED TO PREVENT RUSTING. FINISH COLOR AS SELECTED BY OWNER. THE USE OF BALING WIRE OR PERFORATED METAL STRAPPING IS NOT ACCEPTABLE FOR SUPPORTS.

PART 3 EXECUTION:

3.1 ERECTION AND WORKMANSHIP:

A. THE CONTRACTOR SHALL ADAPT HIS WORK TO JOB CONDITIONS AND MAKE SUCH CHANGES AS REQUIRED AND PERMITTED BY THE ARCHITECT, SUCH AS MOVING HIS WORK TO CLEAR BEAMS, JOISTS, LIGHT FIXTURES, AND ADJUSTING HIS RISERS OR OTHER APPARATUS TO AVOID INTERFERENCES WITH WINDOWS AND OPENINGS; OR RAISING OR LOWERING HIS WORK TO PERMIT THE PASSING OF DUCTWORK OR THE WORK OF OTHER TRADES; ALL AS REQUIRED OR AS JOB CONDITIONS DICTATE, WITHOUT ANY ADDITIONAL COSTS TO THE OWNER.

B. ALL APPLIANCES AND EQUIPMENT SHALL BE INSTALLED AND CONNECTED WITH THE BEST ENGINEERING PRACTICES AND IN ACCORDANCE WITH THE MANUFACTURERS BEST INSTRUCTIONS AND RECOMMENDATIONS. ALL PIPING, VALVES, CONNECTIONS, AND SIMILAR ITEMS RECOMMENDED BY THE MANUFACTURER OR AS REQUIRED FOR PROPER OPERATION SHALL BE PROVIDED COMPLETE, WITHOUT ADDITIONAL COST TO THE OWNER.

C. ALL PIPES, FIXTURES, TRAPS, EQUIPMENT, AND OTHER PARTS OF THE CONTRACTOR'S WORK SHALL BE PROTECTED AGAINST INJURY BY FREEZING OR OTHER MEANS DURING CONSTRUCTION. CONTRACTOR SHALL IDENTIFY ALL ITEMS REQUIRED FOR COMPLETE INSTALLATION AND COMPARE TO EQUIPMENT TO BE FURNISHED. ANY ADDITIONAL REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO INSTALLATION.

D. UPON COMPLETION, AND BEFORE FINAL ACCEPTANCE OF THE WORK, ALL DEBRIS, RUBBISH, LEFTOVER MATERIALS, TOOLS, AND EQUIPMENT SHALL BE REMOVED FROM THE SITE.

E. ALL SECTIONS OF THE HEATING AND COOLING SYSTEM, UPON COMPLETION, SHALL BE THOROUGHLY CLEANED TO REMOVE ALL DIRT, DEBRIS, ETC., BEFORE THE SYSTEM IS PUT INTO OPERATION.

3.2 GUARANTEE AND SERVICE:

A. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF ACCEPTANCE WITH AN ADDITIONAL FOUR (4) YEAR WARRANTY ON ALL COMPRESSORS, AND SHALL REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER, ANY PART THEREOF WHICH MAY BECOME DEFECTIVE WITHIN THE PERIOD OF GUARANTEE, ORDINARY WEAR AND TEAR EXPECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND PAY FOR ANY DAMAGE CAUSED BY OR RESULTING FROM DEFECTS IN HIS WORK.

B. IN ADDITION, CONTRACTOR SHALL PROVIDE FREE SERVICE, INSPECTION AND ADJUSTMENT OF THE COMPLETE SYSTEM, INCLUDING ALL CONTROLS, AND ANY NECESSARY BALANCING AND ADJUSTMENTS WHICH MAY DEVELOP FOR ONE (1) YEAR BEGINNING FROM DATE OF ACCEPTANCE EXCEPT FOR OILING OF MOTORS AND REPLACING AIR FILTERS.

3.3 TEST AND BALANCE:

A. MECHANICAL CONTRACTOR SHALL TEST AND BALANCE ALL AIR AND WATER SYSTEMS IN ACCORDANCE WITH AND BY A CERTIFIED TEST AND BALANCE AGENCY IN ACCORDANCE WITH ASSOCIATED AIR BALANCE COUNCIL (AABC).

B. THE HEATING, VENTILATING AND/OR COOLING SYSTEMS INSTALLED UNDER THIS CONTRACT SHALL BE TESTED TO DEMONSTRATE THAT SPECIFIED CAPACITIES OF THE VARIOUS PARTS OF THE SYSTEM AS SHOWN ON THE DRAWINGS CAN BE MET.

C. A DIRECT READING VELOCITY INSTRUMENT THAT HAS BEEN RECENTLY TESTED AND CALIBRATED SHALL BE USED TO TEST THE AIR FLOW IN THE VARIOUS DUCT INLETS AND OUTLETS.

D. THE CONTRACTOR SHALL REGULATE AND ADJUST ALL SPLITTER, DEFLECTORS AND DAMPERS SO THAT THE INLET OR OUTLET SHALL DELIVER OR REMOVE THE REQUIRED NUMBER OF CUBIC FEET OF AIR PER MINUTE (CFM) AT THE RESPECTIVE OPENINGS.

E. THIS SHALL INCLUDE SETTING UP DAMPER POSITION FOR MINIMUM OUTSIDE AIR DAMPERS AND SHALL BE MARKED AS SAME.

F. ALL TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE CONSTRUCTION SUPERINTENDENT, OR HIS REPRESENTATIVE AND HE SHALL BE NOTIFIED 2 DAYS PRIOR TO THE TIME OF TESTING.

G. THE CONTRACTOR SHALL FURNISH ALL INSTRUMENTS, TESTING EQUIPMENT AND PERSONNEL THAT MAY BE REQUIRED FOR THE TESTS.

H. THE CONTRACTOR SHALL SUBMIT TO ARCHITECT/ENGINEER TWO (2) COPIES OF HIS FINAL CERTIFIED TEST READINGS WITH THE FOLLOWING INFORMATION:

1. STATIC RESISTANCE IN INCHES OF WATER INTAKE AND DISCHARGE FOR EACH SYSTEM.
2. THE RPM OF EACH FAN OR UNIT.
3. THE VOLUME OF AIR HANDLED BY EACH FAN OR UNIT (QUANTITIES OF SUPPLY, RETURN, OUTSIDE AIR).

3.4 VIBRATION AND NOISE:

A. PROVIDE APPROVED VIBRATION ISOLATORS AND ACOUSTIC INSULATION AS REQUIRED TO ELIMINATE ANY OBJECTIONABLE NOISE OR VIBRATION RESULTING FROM THE OPERATING OF THE AIR CONDITIONING, HEATING AND VENTILATING SYSTEMS.

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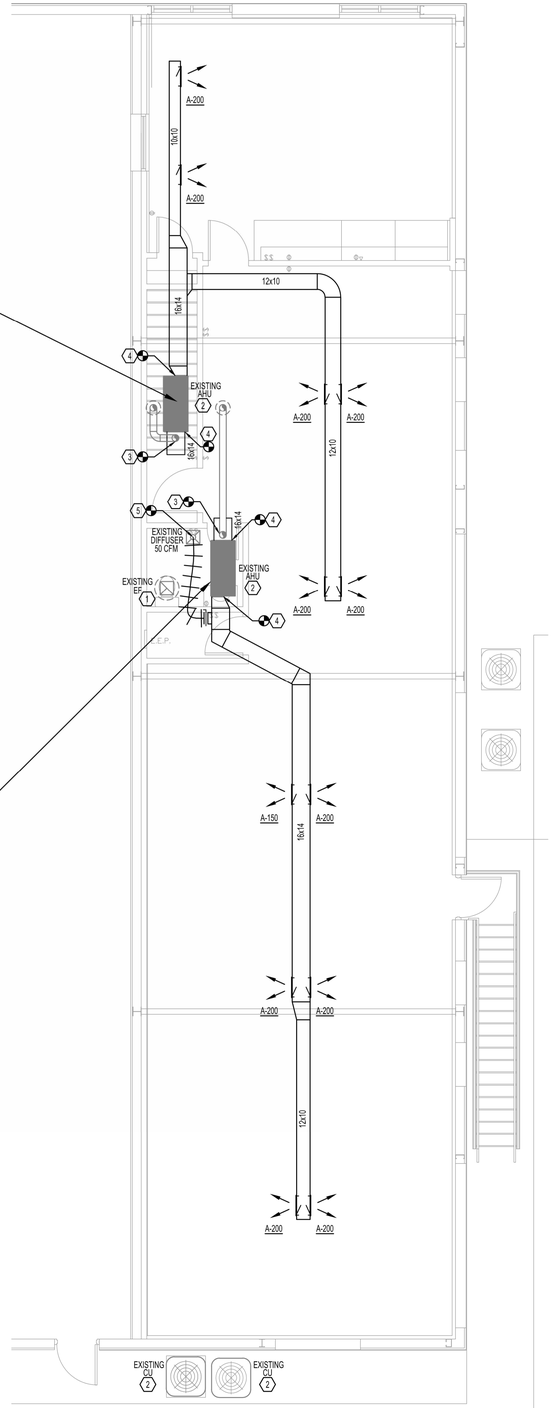

FIRE PROTECTION SCOPE

SCOPE OF WORK:
THESE DRAWINGS HAVE BEEN PREPARED BY THE PROJECT ENGINEER OF RECORD TO CONVEY CRITERIA AND SCOPE ONLY AS DEFINED BY 61G15-10-32. THE CONTRACTOR'S FIRE PROTECTION ENGINEER, AS THE "DELEGATED ENGINEER" SHALL BE THE "ENGINEER OF RECORD" FOR THE FIRE PROTECTION SYSTEM DESIGN AND SHALL PREARE COMPLETE AND FINALIZE ALL FIRE PROTECTION DESIGN DOCUMENTS WITH HYDRAULIC CALCULATIONS, FLOW DATA, SIGNED AND SEALED, AS DEFINED BY FAC 61G15 AND NFPA 13. THE DELEGATED ENGINEER SHALL SUBMIT THIS DOCUMENTATION TO THE ARCHITECT FOR REVIEW BY THEIR "PRIME PROFESSIONAL ENGINEER" CONSULTANT TO REVIEW FOR BASIC DESIGN CRITERIA. AFTER A/E REVIEW, THE CONTRACTOR SHALL SUBMIT SIGNED AND SEALED DOCUMENTS TO THE AHJ FOR REVIEW AND APPROVAL. SCOPE OF WORK IS BASED ON BUILDING CURRENTLY IS FULLY SPRINKLERED, PROVIDED WITH CEILING MOUNTED PENDANT AND UPRIGHT SPRINKLER HEADS. CONTRACTOR SHALL ENSURE HEAD LOCATIONS, COVERAGE AND ALL NFPA REQUIREMENTS ARE MET WITH ANY NEW SPACE OR CEILINGS CONFIGURATION. ANY WORK REQUIRED TO MAINTAIN COVERAGE AND NFPA COMPLIANCE IS INCLUDED IN THIS PROJECT'S SCOPE OF WORK.

1 M201 FLOOR PLAN – MECHANICAL
SCALE: 3/16" = 1'-0"

NORTH

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES AND STANDARDS.
2. DRAWINGS ARE DIAGRAMMATIC ONLY AND REPRESENT THE GENERAL SCOPE OF THE WORK. PRIOR TO SUBMITTING BID, VISIT THE JOB SITE TO OBSERVE THE EXISTING CONDITIONS OF THE PROJECT. REVIEW GENERAL NOTES. SPECIFICATIONS AND PLANS FOR ADDITIONAL REQUIREMENTS THAT MAY NOT BE SPECIFICALLY CALLED OUT IN THIS PORTION OF THE CONSTRUCTION DOCUMENTS. NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
3. PROVIDE DUCT ACCESS DOOR FOR ALL S/FDPR, SDPR AND FDPR.
4. PROVIDE A VOLUME DAMPER ON ALL BRANCH DUCTWORK AND ANY RUNOUT TO A SUPPLY DIFFUSER, RETURN GRILLE OR EXHAUST GRILLE, WHETHER SHOWN OR NOT ON THE DRAWINGS.
5. ALL VOLUME DAMPERS INSTALLED ABOVE GYPSUM BOARD CEILING SHALL HAVE A REMOTELY OPERATED DAMPER.
6. FULLY COORDINATE CEILING MOUNTED AIR TERMINAL DEVICES WITH THE ARCHITECTURAL REFLECTED CEILING PLANS AND OTHER CEILING MOUNTED DEVICES PRIOR TO INSTALLATION.
7. SEE AIR DEVICE SCHEDULE FOR DIFFUSER/GRILL NECK AND/OR DUCT CONNECTION SIZES.
8. ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS. MAINTAIN ALL MANUFACTURER'S RECOMMENDED SERVICE CLEARANCES AROUND EACH PIECE OF EQUIPMENT.
9. DO NOT LOCATE ANY MECHANICAL INTAKE (I.E. ROOF OA INTAKE HOOD) WITHIN 10FT OF ANY MECHANCIAL EXHAUST POINT/EXHAUST FAN.
10. PROVIDE ACCESS TO ALL COMPONENTS REQUIRING PERIODIC INSPECTION AND SERVICE THAT ARE LOCATED WITHIN THE SPACE OR REQUIRE ACCESS THROUGH THE SPACE. LABEL ACCESS DOORS AND PANELS OR CEILING TILES UTILIZED FOR ACCESS WITH THE NAME OF THE HIDDEN COMPONENT(S). DEMONSTRATE ACCESS TO ALL HIDDEN COMPONENTS FOR THE FIELD REPRESENTATIVE PRIOR TO OCCUPANCY.
11. PROVIDE ALL NECESSARY TRANSITIONS AND OFFSETS AND OFFSETS IN SUPPLY AND RETURN AIR DUCTWORK TO AVOID STRUCTURE, WATER, GAS, SPRINKLER PIPING, OTHER DUCTWORK, OTHER TRADES, ETC.

KEY NOTES: (X)

1. EXISTING RESTROOM EXHAUST FAN AND DUCTWORK SHALL REMAIN AS IS.
2. CONTRACTOR SHALL VERIFY THE EXISTING 3 TON AHU'S AND ASSOCIATED CONDENSERS ARE IN GOOD WORKING CONDITION. IF FOUND ACCEPTABLE TO THE OWNER, THE CONTRACTOR SHALL RE-USE THE EXISTING AHU'S AND CONDENSERS. ALL ASSOCIATED DUCTWORK, DIFFUSERS AND GRILLES SHALL BE DEMOLISHED. IF ANY DEFICIENCY IS FOUND PERTAINING TO THE AHU'S, CONDENSERS AND REFRIGERANT PIPING THE CONTRACTOR SHALL PROVIDE NEW. CONTRACTOR SHALL PROVIDE A 1"X1" WIRE MESH ON END TO RETURN DUCTWORK.
3. CONNECT EXISTING OUTSIDE DUCTWORK TO NEW RETURN DUCTWORK MAIN.
4. CONNECT NEW SUPPLY AIR AND RETURN AIR DUCTWORK TO EXISTING AHU.
5. CONNECT NEW FLEX DUCT TO EXISTING DIFFUSER LOCATED WITHIN THE RESTROOM. BALANCE TO 50 CFM.

GENERAL DEMOLITION NOTES:

1. ALL WORK SHALL BE COMPLETED TO COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES AND STANDARDS.
2. ALL EXISTING CONDITIONS DEPICTED ON THIS PLAN ARE FROM OBSERVABLE SITE CONDITIONS. NO AS-BUILT DOCUMENTATION IS AVAILABLE. AS SUCH, PRIOR TO BID, THE CONTRACTOR SHALL VISIT THE SITE TO CONFIRM ALL EQUIPMENT LOCATIONS, SIZES, QUANTITIES, SERVICE AND SUITABILITY FOR USE AS CALLED FOR WITHIN THESE PLANS. IF ANY CONFLICT ARISES BETWEEN FIELD CONDITIONS AND THOSE REPRESENTED ON THIS PLAN, THE CONTRACTOR SHALL INFORM THE ARCHITECT/ENGINEER IN WRITING AND ASK FOR DIRECTION PRIOR TO BID AND COMMENCING WORK. IF THE CONTRACTOR FAILS TO IDENTIFY ANY CONDITION THAT AFFECTS ASSOCIATED MECHANICAL PRICING PRIOR TO BID, THE CONTRACTOR IS SOLELY RESPONSIBLE TO MODIFY THE SCOPE OF WORK IN THE FIELD TO MEET THE INTENT OF THE DOCUMENTS.
3. ALL EXISTING SUPPLY & RETURN DUCTWORK, DIFFUSERS AND GRILLES SHALL BE DEMOLISHED.
4. ALL EXISTING AIR HANDLING UNITS, CONDENSER UNITS, REFRIGERANT PIPING, OUTSIDE AIR DUCTWORK AND EXHAUST FAN/DUCTWORK SHALL REMAIN AS IS.

AIR DISTRIBUTION SCHEDULE

MARK	CFM	NECK / NOM. DUCT SIZE	DESCRIPTION
A	0-110	6X6	SERVICE: SUPPLY - SIDEWALL
	111-145	8X6	BASIS OF DESIGN: TITUS 300FL
	146-175	10X6	MATERIAL: ALUMINUM
	176-225	12X6	OPPOSED BLADE DAMPER: YES
	226-275	14X6 or 12x8	COLOR: PER ARCHITECTURAL PLANS
	276-310	18x6	DOUBLE DEFLECTION
	311-350	12x10	3/4" BLADE SPACING
	351-500	18x10	

NOTES:
1. AIR DISTRIBUTION DEVICES WITHIN ACOUSTICAL TILE CEILINGS SHALL BE PROVIDED WITH BORDER FOR LAY-IN MOUNTING. AIR DISTRIBUTION DEVICES LOCATED WITHIN GYPSUM BOARD CEILINGS OR WALLS SHALL BE PROVIDED WITH BORDER TYPE FOR SURFACE MOUNTING.
2. AIR DISTRIBUTION DEVICES LOCATED IN SMALL ROOMS WHERE FULL 24X24 GRID ARE NOT AVAILABLE SHALL BE PROVIDED WITH SURFACE MOUNTING BORDERS IN LIEU OF LAY-IN. SECURE EACH DEVICE TO CEILING GRID WITH FIELD-FABRICATED SUPPORTS
3. MAX NC AT ANY AIR DEVICE SHALL BE NC-20.

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NEW SMYRNA BEACH AIRPORT
American Aero Services Building Reno.

1501 Airway Circle
New Smyrna Beach, FL 32168

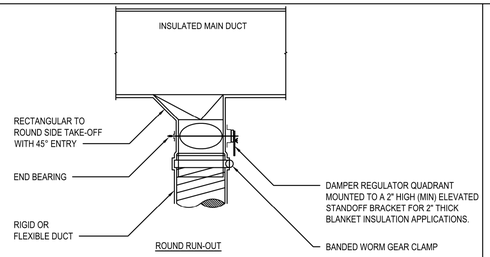
REVISIONS:	

Project No.:	24-01055
Date:	NOVEMBER 8, 2024
Drawn By:	SP/JS/PJR
Checked By:	BLS/LMS

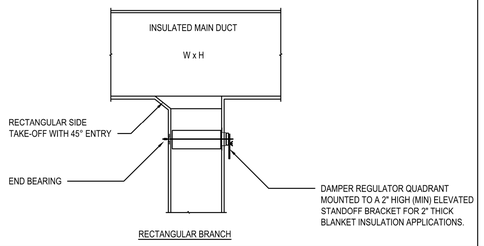
FLOOR PLANS MECHANICAL

M201

100% Construction Documents

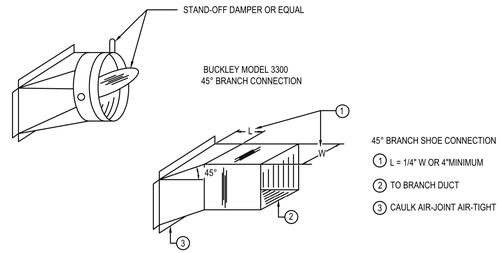


ROUND RUN-OUT



RECTANGULAR BRANCH

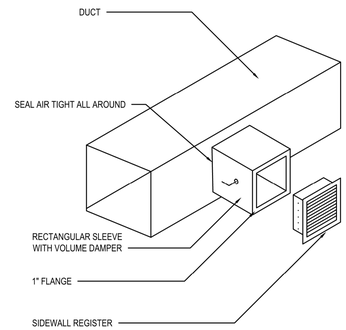
BRANCH TAKE-OFFS — D



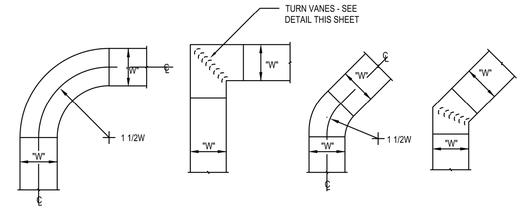
NOTES:

1. CROWN 3210-DS2 OR EQUIVALENT. (3300-DS2 FOR 45 DEG TAKE-OFF).
2. WINGNUT ON SHAFT IS UNACCEPTABLE. WINGNUT MUST RIDE ON LOCKING QUADRANT.
3. GASKET MATERIAL ON OUTBOARD FLANGE.
4. MUST MEET SMACNA GAUGE STANDARDS AND 2" W.G. PRESSURE.
5. CONTINUOUS WELD LONGITUDINAL SEAM FOR NO LEAKAGE AT 2" W.G. STATIC PRESSURE.

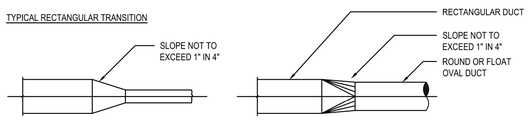
TAKEOFF FITTING DETAIL — B



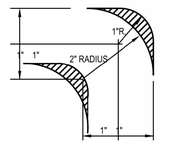
SIDEWALL GRILLE DUCT CONNECTION — C



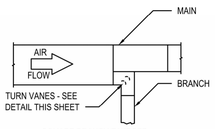
TYPICAL RECTANGULAR TRANSITION



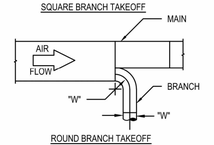
TYPICAL RECTANGULAR TO ROUND OR FLAT OVAL TRANSITION



DETAIL OF TURN VANES



SQUARE BRANCH TAKEOFF



ROUND BRANCH TAKEOFF

DUCT FITTINGS DETAIL — A

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NEW SMYRNA BEACH AIRPORT
American Aero Services Building Reno.

1501 Airway Circle
New Smyrna Beach, FL 32168

REVISIONS:

Project No.:	24-01055
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MECHANICAL DETAILS

M301

100% Construction Documents

1036

LIGHTING

SYMBOL	DESCRIPTION
	CEILING MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED RECESSED DOWNLIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED RECESSED WALLWASH FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED "CLOSE TO CEILING" FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	PENDANT MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	TRACK LIGHT FIXTURE WITH HEADS AS REQUIRED, REFER TO LIGHT FIXTURE SCHEDULE
	WALL MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED LIGHT FIXTURE WITH EMERGENCY BACKUP
	CEILING MOUNTED RECESSED DOWNLIGHT FIXTURE WITH EMERGENCY BACKUP
	WALL MOUNTED LIGHT FIXTURE WITH EMERGENCY BACKUP
	WALL MOUNTED EMERGENCY BATTERY LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED EMERGENCY BATTERY LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED EXIT SIGN WITH EMERGENCY BACKUP, REFER TO LIGHT FIXTURE SCHEDULE
	WALL MOUNTED EXIT SIGN WITH EMERGENCY BACKUP, REFER TO LIGHT FIXTURE SCHEDULE
	COMBINATION EXIT SIGN AND EMERGENCY LIGHT FIXTURE WITH BATTERY BACKUP
Sa	WALL OUTLET BOX AND SINGLE POLE SWITCH ('a' INDICATES SWITCH LEG)
S3	WALL OUTLET BOX AND THREE-WAY SWITCH
SF	WALL OUTLET BOX AND FAN CONTROL SWITCH
SD	WALL OUTLET BOX AND DIMMER SWITCH AS REQUIRED FOR LOAD SERVED
SD3	WALL OUTLET BOX AND THREE-WAY DIMMER SWITCH
SM	WALL OUTLET BOX WITH SINGLE POLE MANUAL MOTOR STARTER SWITCH
SOS	WALL OUTLET BOX AND DUAL TECHNOLOGY OCCUPANCY SENSOR
OS	CEILING OUTLET BOX AND DUAL TECHNOLOGY OCCUPANCY SENSOR
DL	CEILING OUTLET BOX AND DAYLIGHT HARVESTING SENSOR

WIRING AND POWER

SYMBOL	DESCRIPTION
	WALL OUTLET BOX AND SINGLE RECEPTACLE
	WALL OUTLET BOX AND DUPLEX RECEPTACLE
	TWO GANG WALL OUTLET BOX AND (2) DUPLEX RECEPTACLES
	WALL OUTLET BOX AND DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
	WALL OUTLET BOX AND DUPLEX RECEPTACLE WITH TOP HALF SWITCHED
	TWO GANG WALL OUTLET BOX AND (2) DUPLEX RECEPTACLE WITH TOP HALF SWITCHED
	WALL OUTLET BOX AND DUPLEX RECEPTACLE CONNECTED TO EMERGENCY SYSTEM
	CEILING OUTLET BOX AND SINGLE RECEPTACLE
	CEILING OUTLET BOX AND DUPLEX RECEPTACLE
	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE
	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
S	WALL OUTLET BOX AND DUPLEX SAFETY RECEPTACLE
T	WALL OUTLET BOX AND DUPLEX TWIST-LOCK RECEPTACLE
WP	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE WITH WEATHERPROOF COVER
	WALL OULTET BOX AND SPECIAL PURPOSE OUTLET AS NOTED ON PLANS
	FLUSH FLOOR OUTLET BOX WITH DUPLEX RECEPTACLE
	FLUSH FLOOR OUTLET BOX WITH (2) DUPLEX RECEPTACLES
	FLUSH FLOOR OUTLET BOX WITH DUPLEX RECEPTACLE AND TELECOMMUNICATIONS OUTLET
J	FLUSH WALL JUNCTION BOX AND BLANK PLATE
J	JUNCTION BOX AND BLANK PLATE ABOVE CEILING
J	SURFACE MOUNTED JUNCTION BOX AND BLANK PLATE
J WP	SURFACE MOUNTED WEATHERPROOF JUNCTION BOX AND COVER
J PB	FLUSH GRADE FIBER COMPOSITE PULL BOX AS NOTED
M	MOTOR CONNECTION AS NOTED
	FLUSH SHUNT-TRIP BUTTON, MOUNTED 80" TO TOP
C	CONTROL AND/OR POWER EQUIPMENT CONNECTION
	TIME CLOCK
PC	PHOTO CELL
	DISCONNECT SWITCH, SIZE AS NOTED
	120/208V BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	120/208V BRANCH CIRCUIT PANELBOARD, FLUSH MOUNTED
	277/480V BRANCH CIRCUIT PANELBOARD
T	TRANSFORMER
	AUTOMATIC TRANSFER SWITCH
A-3	BRANCH CIRCUIT HOMERUN WITH PANEL NAME AND CIRCUIT NUMBER, QUANTITY OF ARROWHEADS DENOTES QUANTITY OF BRANCH CIRCUITS
	BRANCH CIRCUIT WIRING, PROVIDE QUANTITY OF CONDUCTORS REQUIRED FOR CIRCUITING AND SWITCHING INDICATED ON PLANS
	POWER LEG ONLY (NO SWITCH LEG BETWEEN ROOMS)
	CONDUIT CAPPED OFF
	CONDUIT CONTINUED
	CONDUIT RUN UP
	CONDUIT RUN DOWN
	GROUND OR GROUND ROD AS NOTED

NOTE: GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS SHOWN ON THIS ELECTRICAL LEGEND ARE FOR REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

ABBREVIATIONS

ABRV.	DESCRIPTION
A	AMPERES
A/C	AIR CONDITIONING
AC	ALTERNATING CURRENT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CFL	COMPACT FLUORESCENT LAMP
CH	COUNTER HEIGHT
CONC	CONCRETE
COND	CONDUIT
CU	COPPER
DISC	DISCONNECT
ECB	ENCLOSED CIRCUIT BREAKER
ELEC	ELECTRICAL
EM	EMERGENCY
EMS	ENERGY MANAGEMENT SYSTEM
EF	EXHAUST FAN
EMT	ELECTRICAL METALLIC TUBING
EWC	ELECTRIC WATER COOLER
ETR	EXISTING TO REMAIN
EX	EXISTING
FA	FIRE ALARM
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
G	GROUND
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
GRC	GALVANIZED RIGID CONDUIT
H.I.D.	HIGH INTENSITY DISCHARGE
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING
I.G.	ISOLATED GROUND
J	JUNCTION
KAIC	(THOUSAND) AMPERE INTERRUPTING CAPACITY
KVA	KILOVOLT-AMPERES
KW	KILOWATT
LTG	LIGHTING
MC	MASTER CLOCK CONTROL PANEL
MCM	THOUSANDS OF CIRCULAR MILS
MCU	MASTER CONTROL UNIT
MCP	MOTOR CIRCUIT PROTECTION
MH	METAL HALIDE
N	NEUTRAL
NA	NOT APPLICABLE
NF	NON-FUSED
NL	NIGHT LIGHT
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRIC MANUFACTURERS ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
O.C.	ON CENTER
O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
P	POLE
PA	PUBLIC ADDRESS CONTROL PANEL
PNL	PANELBOARD
PVC	POLYVINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL
RM	ROOM
SACP	SURGE ALARM CONTROL PANEL
SPD	SURGE PROTECTION DEVICE
SPEC	SPECIFICATION
SS	STAINLESS STEEL
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
V	VOLTS
W	WIRE
WP	WEATHERPROOF

TELECOMMUNICATIONS

SYMBOL	DESCRIPTION
	COMBINATION TELECOMMUNICATIONS/DATA WALL OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
W	TELECOMMUNICATIONS WALL OUTLET BOX AND BLANK PLATE FOR WALL MOUNTED TELEPHONE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
	DATA WALL OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
	FLUSH FLOOR OUTLET BOX WITH POWER DEVICE AND TELECOMMUNICATIONS OUTLET WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE.
WAP	CEILING OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO TTB FOR WIRELESS ACCESS POINT. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
TV	COMBINATION TELECOMMUNICATIONS/TELVISION WALL OUTLET BOX AND BLANK PLATE. COORDINATE OUTLET AND CABLING REQUIREMENTS WITH OWNER.
	3/4" PLYWOOD TELEPHONE TERMINAL BOARD, SIZE AS SHOWN ON PLANS.
TTC	TELEPHONE TERMINAL CABINET, SIZE AS NOTED ON PLAN.

GENERAL DEMOLITION NOTES

DA ALL ELECTRICAL DEVICES INDICATED IN DARK LINETYPE ON DRAWING SHALL BE REMOVED OR RELOCATED UNLESS NOTED OTHERWISE. REROUTING/RELOCATION OF EXISTING ELECTRICAL SYSTEMS MAY BE REQUIRED AT NEW OPENINGS IN EXISTING CONSTRUCTION OR DUE TO INTERFERENCE WITH OTHER NEW WORK AS DESCRIBED IN THE FOLLOWING NOTES.

DB DRAWINGS INDICATE SPECIFIC ITEMS TO BE REMOVED, REROUTED, AND/OR RELOCATED IN ORDER TO INDICATE GENERAL SCOPE. ADDITIONAL ITEMS NOT INDICATED BUT NECESSARY FOR PROJECT RENOVATIONS SHALL BE REMOVED, REROUTED, OR RELOCATED AS REQUIRED. ASSUME WITHIN THE BASE BID A NOMINAL AMOUNT OF BRANCH CIRCUITS, FIXTURES, DEVICES, AND SYSTEMS WIRING WITHIN WALLS OR OPENINGS BEING REMOVED OR RELOCATED AS REQUIRED TO ACCOMMODATE THE NEW CONSTRUCTION.

DC FOR ITEMS INDICATED TO BE DEMOLISHED, REMOVE WIRING AND CONDUIT BACK TO THE SOURCE PANELBOARD UNLESS NOTED OTHERWISE. MAINTAIN CIRCUIT CONTINUITY TO REMAINING ITEMS ON CIRCUITS REQUIRED TO REMAIN. RELOCATE ANY CIRCUITS TO REMAIN TO AVOID CONFLICT WITH NEW CONSTRUCTION AS REQUIRED. PROPERLY TERMINATE ALL WIRING.

DD MAINTAIN CIRCUIT CONTINUITY TO ALL REMAINING ELECTRICAL SYSTEMS UNAFFECTED BY BUT PASSING THROUGH RENOVATED SPACES OR WHERE ONLY A PORTION OF A CIRCUIT IS REMOVED. ANY EXISTING ELECTRICAL DEVICES LEFT WITHOUT POWER DUE TO THIS RENOVATION SHALL BE RECONNECTED TO SAME SIZE CIRCUIT(S) AS PRESENTLY SERVED. NO ELECTRICAL DEVICES SHALL BE LEFT WITHOUT POWER.

DE REFER TO ARCHITECTURAL DEMOLITION DRAWINGS AND NOTES FOR COORDINATION. PATCH AND REPAIR ALL SURFACES CONTAINING DEMOLITION. COORDINATE WITH ARCHITECTURAL DRAWINGS. MATERIALS AND FINISHES SHALL MATCH EXISTING.

DF VISIT THE SITE TO DETERMINE THE EXACT EXTENT OF ELECTRICAL WORK REQUIRED TO COMPLETE THE PROJECT. EXISTING CONDITIONS INDICATED ON THESE DRAWINGS ARE TAKEN FROM EXISTING BUILDING DOCUMENTS AND FIELD OBSERVATION. OTHER ELECTRICAL ITEMS MAY EXIST FOR WHICH THE ELECTRICAL CONTRACTOR IS RESPONSIBLE WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.

DG PROPERLY DISPOSE OF ALL ITEMS BEING REMOVED AS PART OF THIS PROJECT. THE OWNER SHALL HAVE THE RIGHT TO RETAIN ANY ITEMS BEING REMOVED. COORDINATE ITEMS TO BE RETAINED WITH OWNER.

DH CONDUCTORS IN RENOVATED AREA SHALL BE NEW. DO NOT REUSE EXISTING WIRING UNLESS NOTED OTHERWISE. EXISTING CONDUIT IN THE RENOVATED AREA MAY BE REUSED IF IT COMPLIES WITH ALL REQUIREMENTS OF THE NEC AND SPECIFICATIONS, IF NEW DEVICE OR EQUIPMENT LOCATION COINCIDES WITH EXISTING LOCATION, AND IF PRACTICAL. CONDUIT NOT INTENDED TO BE REUSED SHALL BE REMOVED IF POSSIBLE (I.E., NOT EMBEDDED IN CONCRETE FLOOR, ETC.).

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE THE FLORIDA BUILDING CODE (FBC-2023) 8TH EDITION, NFPA 70 (NEC-2020) AND NFPA 101 (LIFE SAFETY CODE-2021), AND THE REGULATIONS OF THE LOCAL UTILITY TELEPHONE, CABLE TELEVISION AND POWER UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS AND APPROVAL, AND THE LIKE, AND DELIVER SUCH CERTIFICATES TO THE ENGINEER.
2. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND COORDINATE WITH ALL EQUIPMENT MANUFACTURER/INSTALLERS PRIOR TO BIDDING.
3. ALL ELECTRICAL MATERIALS, DEVICES, APPLIANCES, AND EQUIPMENT SHALL BE LABEL LISTED BY AN APPROVED THIRD-PARTY TESTING AGENCY.

BUILDING:

4. INSTALLATION HEIGHT OF EQUIPMENT (TO CENTERLINE) ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE SHALL BE:

   RECEPTACLE = 18"
   CLOCK = 7'-6"
   SWITCH = 48"
   MODULAR JACK FOR WALL MOUNTED TELEPHONE = 48"
   MODULAR TELEPHONE JACK = 18"
   TELEVISION OUTLET = 84"
   COMPUTER OUTLET = 18"
   CALL SWITCH = 44"
   REMOTE TEST STATION FOR DUCT DETECTOR = 52"
   C = ABOVE COUNTER BACKSPLASH, COORDINATE WITH ARCHITECTURAL ELEVATIONS AND MILLWORK.

5. ALL CONDUIT AND WIRING SHALL BE CONCEALED IN WALLS OR ABOVE CEILINGS UNLESS NOTED OTHERWISE OR APPROVED BY THE ARCHITECT/ENGINEER. ALL DEVICE OUTLET BOXES SHALL BE RECESSED UNLESS NOTED OTHERWISE OR APPROVED BY THE ARCHITECT/ENGINEER. WHERE APPROVED OR NOTED SURFACE METAL RACEWAY AND DEVICE BOXES SHALL BE USED IN LIEU OF CONDUIT AND CONCEALED BOXES AT NO EXTRA COST TO THE OWNER.
6. ALL CONDUIT ROUTING SHOWN IS APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY FINAL ROUTE WITH ALL OTHER TRADES AND CONDITIONS IN FIELD PRIOR TO ROUGH-IN.
7. CONDUIT RUNS SHOWN ARE SCHEMATIC AND DO NOT INDICATE THE NECESSARY FITTINGS AND JUNCTION BOXES THAT ARE INCLUDED IN THE SCOPE OF THE WORK.
8. CONTRACTOR SHALL PERMANENTLY IDENTIFY ALL WIRING WITH THE SOURCE AND CIRCUIT AT ALL ELECTRICAL EQUIPMENT, PULL AND JUNCTION BOXES AND ELECTRICAL TERMINATIONS PROVIDED OR ASSOCIATED WITH THIS CONSTRUCTION.
9. COORDINATE EXACT LOCATION OF LIGHTING FIXTURES IN MECH. ROOMS/SPACES WITH DUCTWORK INSTALLER PRIOR TO ROUGH-IN. LOCATE BELOW DUCTWORK(8'-0" AFF MINIMUM) CENTERED IN ROOM AS MUCH AS POSSIBLE.
10. COORDINATE EXACT INSTALLATION REQUIREMENTS OF OUTLETS IN MILLWORK WITH ARCHITECTURAL DRAWINGS, APPROVED SHOP DRAWINGS AND MILLWORK INSTALLER PRIOR TO ROUGH-IN.
11. VERIFY EXACT LOCATION OF ALL MECHANICAL EQUIPMENT WITH MECHANICAL INSTALLER PRIOR TO ROUGH-IN.
12. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF ALL LIGHT FIXTURES.
13. PROVIDE NYLON PULLSTRINGS IN ALL EMPTY CONDUITS.
14. COORDINATE THE REQUIRED SIZE OF ALL CIRCUIT BREAKERS FEEDING EQUIPMENT, (I.E. MOTORS, HVAC, KITCHEN EQUIPMENT, SPECIAL PURPOSE OUTLETS, ELEVATORS, OWNER FURNISHED EQUIPMENT ETC.) WITH APPROVED EQUIPMENT SHOP DRAWINGS AND OWNER REPRESENTATIVES PRIOR TO ORDERING PANELBOARDS. BREAKERS SHALL BE SIZED PER THE NEC, THE EQUIPMENT NAME PLATE AND MANUFACTURERS RECOMMENDATIONS.
15. ALL DIMMED CIRCUITS SHALL BE PROVIDED WITH DEDICATED NEUTRALS FOR EACH DIMMER AND PHASE CONDUCTOR THROUGHOUT THE ENTIRE CIRCUIT.
16. THE POWER COMPANY SHALL BE CONTACTED WITHIN 10 DAYS OF THE AWARD OF THE CONTRACT BY THE CONTRACTOR TO VERIFY THE ACTUAL AVAILABLE SHORT CIRCUIT FAULT CURRENT (AIC) AT THE TRANSFORMER SECONDARY BUSHINGS. THE CONTRACTOR SHALL PROVIDE ELECTRICAL DISTRIBUTION AND UTILIZATION EQUIPMENT AND PANELBOARDS WHICH HAVE AIC/WITHSTAND RATINGS GREATER THAN THE AVAILABLE AIC AT EACH POINT IN THE ELECTRICAL SYSTEM.
17. VISIT THE EXISTING FACILITY AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.
18. CONTRACTOR SHALL INCLUDE IN HIS BID THE TRANSPORT AND DISPOSAL OR RECYCLING OF ALL WASTE MATERIALS GENERATED BY THIS PROJECT IN ACCORDANCE WITH ALL RULES, REGULATIONS AND GUIDELINES APPLICABLE.
19. PANEL SCHEDULES INDICATE CIRCUIT DESIGNATIONS ONLY. CONTRACTOR TO PROVIDE MATERIALS AS REQUIRED WHEN NEUTRALS ARE SHARED TO COMPLY WITH NEC REQUIREMENTS. ALL SINGLE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A TWO POLE BREAKER OR TWO SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE. ALL THREE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A THREE POLE BREAKER OR THREE SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE (PER NEC 210.4B).
20. PER NEC 110.22; PROVIDE PERMANENT LABELING FOR ALL SERIES RATED PANEL ENCLOSURES TO READ AS FOLLOWS: CAUTION - SERIES COMBINATION SYSTEM RATED ______ AMPERES. IDENTIFIED REPLACEMENT COMPONENTS REQUIRED.

GROUNDING:

21. ALL METAL RACEWAYS, INCLUDING CONDUIT, WIRE TROUGHS, WIREMOLD, ETC., SHALL BE GROUNDED. ALL CONNECTIONS IN METAL RACEWAYS SHALL BE COMPLETED IN SUCH A MANNER AS TO MAINTAIN A CONTINUOUS PATH TO GROUND THROUGHOUT THE ENTIRE LENGTH OF THE RACEWAY.

WIRING:

22. UNLESS NOTED OTHERWISE ON THE DRAWINGS OR ON THE EQUIPMENT WIRING SCHEDULE, EACH BRANCH CIRCUIT HOME RUN SHALL BE THREE (3) #12 AWG THHN/THWN (1 HOT, 1 NEUTRAL & 1 EQUIPMENT GROUND) IN 3/4" EMT CONDUIT. PROTECT EACH CIRCUIT WITH A 20 AMPERE, 1-POLE OVERCURRENT DEVICE UNLESS NOTED OTHERWISE. COMBINED NEUTRALS ARE NOT PERMITTED.

GENERAL:

23. WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE THE ELECTRICAL CONTRACTOR SHALL PROVIDE TO THE BUILDING OWNER RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: 1. A SINGLE-LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND 2. FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION.
24. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE BUILDING OWNER AN OPERATING MANUAL AND MAINTENANCE MANUAL AS REQUIRED BY THE FLORIDA BUILDING CODE. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING: 1. SUBMITTAL DATE STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. 2. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED. 3. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY.
25. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE REQUIRED FUNCTIONAL TESTING OF THE LIGHTING SYSTEM TO ENSURE THAT THE CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS. WHERE REQUIRED BY THE CODE OFFICIAL, AN APPROVED PARTY INDEPENDENT FROM THE DESIGN OR CONSTRUCTION OF THE PROJECT SHALL BE RESPONSIBLE FOR THE FUNCTIONAL TESTING AND SHALL PROVIDE DOCUMENTATION TO THE CODE OFFICIAL CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET THE PROVISIONS OF FECC SECTION C405. WHERE OCCUPANT SENSORS, TIME SWITCHES, PROGRAMMABLE SCHEDULE CONTROLS, PHOTOSENSORS OR DAYLIGHTING CONTROLS ARE INSTALLED, THE FOLLOWING PROCEDURES SHALL BE PERFORMED: 1. CONFIRM THAT THE PLACEMENT, SENSITIVITY AND TIME-OUT ADJUSTMENTS FOR THE OCCUPANT SENSORS YIELD ACCEPTABLE PERFORMANCE.

EXISTING DEVICES TO REMAIN:

26. UNLESS OTHERWISE NOTED:
    a. ON DEMOLITION AND NEW WORK PLANS - DEVICES AND EQUIPMENT SHOWN IN LIGHT LINETYPE ARE EXISTING TO REMAIN.
    b. ON DEMOLITION PLANS - DEVICES AND EQUIPMENT SHOWN IN DARK LINETYPE ARE EXISTING TO BE REMOVED
    c. ON NEW WORK PLANS - DEVICES AND EQUIPMENT SHOWN IN DARK LINETYPE ARE NEW.

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LICENSE
No. 69060
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been electronically signed and sealed by Blake L. Suddeth, PE on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

BLAKE L. SUDDETH
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Date:	NOVEMBER 8, 2024
Drawn By:	SP/JS/PJR
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ELECTRICAL LEGEND

E001

100% Construction Documents

ELECTRICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS:

A. DO ALL WORK IN COMPLIANCE WITH THE LATEST ADOPTED EDITION OF THE FLORIDA BUILDING CODE (FBC-2023), NFPA 70 (NEC-2020) AND NFPA 101 (LIFE SAFETY CODE-2021), AND THE REGULATIONS OF THE LOCAL UTILITY TELEPHONE, CABLE TELEVISION AND POWER UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS AND APPROVAL, AND THE LIKE, AND DELIVER SUCH CERTIFICATES TO THE ENGINEER.

B. THE CONTRACTOR SHALL FURNISH, PERFORM, OR OTHERWISE PROVIDE ALL LABOR (INCLUDING, BUT NOT LIMITED TO, ALL PLANNING, PURCHASING, PAINTING, TRANSPORTING, RIGGING, HOISTING, STORING, INSTALLING, TESTING, CHASING, CHANNELING, CUTTING, TRENCHING, EXCAVATING AND BACKFILLING), COORDINATION, FIELD VERIFICATION, EQUIPMENT INSTALLATION, SUPPORT, AND SAFETY, SUPPLIES, AND MATERIALS NECESSARY FOR THE CORRECT INSTALLATION OF COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEMS (AS DESCRIBED OR IMPLIED BY THESE SPECIFICATIONS AND THE APPLICABLE DRAWINGS).

C. ALL DRAWINGS AND SPECIFICATIONS ON THE PROJECT ARE COMPLEMENTARY, EACH TO ALL OTHER SETS, AND THEY SHALL BE USED IN COMBINATION FOR THE EXECUTION OF THIS WORK. DIVISION 16 WORK SHOWN ON ANY ONE SET OF DRAWINGS, INCLUDING ALL ARCHITECTURAL DRAWINGS, MECHANICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR GENERAL WORK AND EQUIPMENT, AND DIVISION 16 WORK CALLED FOR UNDER ANY SECTION OF THE PROJECT SPECIFICATIONS, SHALL BE CONSIDERED AS INCLUDED IN THIS WORK UNLESS SPECIFICALLY EXCLUDED BY INCLUSION IN SOME OTHER BRANCH OF THE WORK. THIS SHALL INCLUDE ROUGHING-IN FOR CONNECTIONS AND EQUIPMENT AS CALLED FOR OR INFERRED. THE CONTRACTOR SHALL CHECK ALL DRAWINGS AND SPECIFICATIONS FOR THE PROJECT AND SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL DIVISION 16 WORK.

D. THE CONTRACTOR SHALL CAREFULLY CHECK THE DRAWINGS AND SPECIFICATIONS OF ALL OTHER TRADES AND DIVISIONS BEFORE INSTALLING ANY OF HIS WORK. HE SHALL IN ALL CASES CONSIDER THE WORK OF ALL OTHER TRADES, AND SHALL COORDINATE HIS WORK WITH THEM SO THAT THE BEST ARRANGEMENTS OF ALL EQUIPMENT, PIPING, CONDUIT, DUCTS, ROUGH-IN, ETC., CAN BE OBTAINED.

E. LOCATIONS DESIGNATED FOR OUTLETS, SWITCHES, DEVICES, EQUIPMENT, ETC., ARE APPROXIMATE AND FINAL LOCATIONS SHALL BE VERIFIED IN THE FIELD. CONTRACTOR SHALL LOCATE ALL DEVICES UP TO 5 FEET IN ANY DIRECTION AS DIRECTED BY OWNER AND PER CODE. WHERE INSTRUCTIONS OR NOTES ARE INSUFFICIENT TO CONVEY THE INTENT OF THE DESIGN, CONSULT THE OWNER PRIOR TO BIDDING AND INSTALLATION.

F. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING THE LOCATIONS OF DEVICES TO BE USED AND COORDINATING THE FINAL LOCATIONS OF ELECTRICAL EQUIPMENT WITH MILLWORK, SINKS, BENCHES, COUNTERS AND SHELVING PRIOR TO BIDDING AND INSTALLATION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

G. DIVISION 16 CONTRACTOR SHALL HAVE HAD EXPERIENCE OF AT LEAST THE SAME SIZE AND SCOPE AS THIS PROJECT, ON AT LEAST TWO OTHER PROJECTS WITHIN THE LAST FIVE YEARS IN ORDER TO BE QUALIFIED TO BID THIS PROJECT.

H. CONTRACTOR SHALL AND DOES HEREBY WARRANT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THIS SECTION OF THE SPECIFICATIONS TO BE FREE FROM DEFECTS AND TO FUNCTION OR OPERATE SATISFACTORILY FOR ONE YEAR AFTER FINAL ACCEPTANCE OF THE WORK, AND THAT ANY ITEMS NOT MEETING THIS REQUIREMENT WILL BE MADE GOOD BY HIM WITHOUT COST TO OWNER, PROVIDED SUCH DEFECTS OR FAILURES ARE NOT DUE TO ABUSE, NEGLECT, OR LACK OF REASONABLE AND ORDINARY MAINTENANCE.

I. ALL WORK SHALL BE EXECUTED IN A WORKMANSHIP MANNER DISPLAYING A NEAT MECHANICAL APPEARANCE UPON COMPLETION.

J. BALANCE TOTAL PHASE LOADS IN EACH ELECTRICAL PANEL TO A VALUE WITHIN 10% OF EACH OTHER.

K. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION, WHEREVER WORK IS TO BE PERFORMED IN FINISHED/OCCUPIED SPACES, TO PREVENT DAMAGE TO ADJACENT AREAS, EQUIPMENT, OR FURNISHINGS; TO PREVENT ACCIDENTAL INJURY TO BUILDING OCCUPANTS AND THE PUBLIC; TO PREVENT THE SPREADING OF DUST, DIRT, DEBRIS, AND MOISTURE FROM THE AREA WHERE WORK IS BEING PERFORMED; AND TO PREVENT DUST, DIRT, DEBRIS, AND MOISTURE FROM GETTING ON OR IN THE BUILDING OCCUPANT'S FURNISHINGS OR EQUIPMENT.

L. THE CONTRACTOR SHALL REPAIR, AT NO COST TO THE OWNER, ANY DAMAGE DONE BY HIMSELF OR HIS EMPLOYEES. HE SHALL ALSO BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE PATCHING OF EXISTING ROADWAYS (PAVED OR IMPROVED), PARKING AREAS, SIDEWALKS, WALLS, STAIRS, MECHANICAL WORK, CURBS, GUTTERS, ETC., CUT TO INSTALL WORK PROVIDED BY THE CONTRACTOR. PATCH WORK SHALL COMPLY WITH THE APPLICABLE SECTIONS OF THESE SPECIFICATIONS AND SHALL MATCH THE EXISTING FINISHES.

M. UPON COMPLETION OF WORK, THE ENTIRE WIRING SYSTEM SHALL BE TESTED, AND SHALL BE SHOWN TO BE IN PROPER WORKING CONDITION IN ACCORDANCE WITH INTENT OF SPECIFICATIONS AND DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE TO OPERATE SAME IN ACCORDANCE WITH AND UNDER THE SUPERVISION OF THE INSPECTION REPRESENTATIVE OF THE ENGINEER. THE CONTRACTOR SHALL BE AVAILABLE TO ASSIST IN REMOVAL OF PANEL FRONTS, ETC., TO PERMIT INSPECTION AS REQUIRED.

N. IN ACCORDANCE WITH DIVISION 1 AND THE CONDITIONS OF THE CONTRACT, THE CONTRACTOR SHALL PROVIDE AND KEEP UP TO DATE A COMPLETE RECORD SET OF CONSTRUCTION "AS-BUILTS" BLUELINE PRINTS WHICH SHALL BE CORRECTED DAILY, AND SHALL SHOW EVERY CHANGE FROM THE ORIGINAL CONTRACT DRAWINGS, INCLUDING ADDENDA AND CHANGE ORDERS IN ACCORDANCE WITH GENERAL REQUIREMENTS AND SPECIAL CONDITIONS. THIS SET OF PRINTS SHALL BE KEPT ON THE JOB SITE, AND SHALL BE USED ONLY AS A RECORD SET. THIS SHALL NOT BE CONSTRUED AS AUTHORIZATION FOR THE CONTRACTORS TO MAKE CHANGES IN THE LAYOUT WITHOUT DEFINITE INSTRUCTION IN EACH CASE.

II. ELECTRICAL SCOPE:

A. FURNISHING AND INSTALLATION OF POWER SYSTEMS, AND AUXILIARY SYSTEMS AS SHOWN OR HEREIN SPECIFIED.

B. CONNECTION OF ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTION, MENTIONED IN THIS DIVISION OR SHOWN ON DRAWINGS, WHETHER FURNISHED BY DIVISION 16 OR UNDER OTHER DIVISIONS, OR FURNISHED BY OWNER.

C. FURNISHING AND INSTALLATION OF OUTLET BOXES, CONDUIT RACEWAYS, FOR A TELEPHONE AND DATA RACEWAY DISTRIBUTION SYSTEM. (TELEPHONE AND DATA HARDWARE, AS WELL AS WIRING AND SOFTWARE IS NOT INCLUDED.)

D. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR CONTACTING THE OFFICES OF ALL LOCAL AND/OR STATE AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT IN ORDER TO SCHEDULE ALL REQUIRED INSPECTIONS AND OBTAIN ALL NECESSARY PERMITS, ETC. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ALL SCHEDULED INSPECTIONS AT LEAST TWO WEEKS IN ADVANCE OF THE SCHEDULED DATE.

E. THE CONTRACTOR SHALL REPLACE ANY DEFECTIVE MATERIALS, EQUIPMENT, OR WORKMANSHIP WITHOUT COST TO THE OWNER WITHIN THE STIPULATED GUARANTEED PERIOD.

F. IT SHALL BE THE RESPONSIBILITY OF THE DIVISION 16 CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE FOR ALL INSPECTIONS. THE CONTRACTOR SHALL PROVIDE PERSONNEL TO ASSIST IN REMOVAL OF PANEL FRONTS, ETC. TO PERMIT INSPECTION AS REQUIRED.

G. SUBMIT TO THE ARCHITECT/ENGINEER PROMPTLY AFTER AWARD OF CONTRACT AND PRIOR TO PURCHASING, SIX COPIES OF MANUFACTURER'S SHOP DRAWINGS IN ACCORDANCE WITH DIVISION 1, SECTION 01300 - SUBMITTALS FOR THE FOLLOWING ITEMS. ALL SHOP DRAWINGS OF A SPECIFIC ITEM OR SYSTEM SHALL BE MADE IN ONE SUBMITTAL AND WITHIN TEN DAYS AFTER AWARD OF CONTRACT.

1. PANELBOARDS
2. SUPPORTS
3. WIRING DEVICES
4. DISCONNECT SWITCHES
5. CONDUIT
6. WIRE

H. COMPLETED WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS AND AFTER COMPLETION, PERFORM TESTS FOR INSULATION RESISTANCE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE. ALL WIRING SYSTEMS SHALL BE COMPLETELY AND TOTALLY "SAFED" DURING CONSTRUCTION. ONLY QUALIFIED PERSONNEL SHALL HANDLE ELECTRICAL SYSTEMS.

I. BEFORE ROUGH-IN OF CIRCUITRY OR CONNECTING TO EQUIPMENT, FURNISHED UNDER THIS DIVISION, ANY OTHER DIVISION, OR BY THE OWNER, THE CONTRACTOR SHALL VERIFY THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THE EQUIPMENT BEING FURNISHED AND FOR THAT SPECIFIED AND SHOWN ON THE DRAWINGS AND PROVIDE FOR PROPER ROUGH-IN AND CONNECTION.

J. THE ELECTRICAL CIRCUITS, COMPONENTS, AND CONTROLS FOR ALL EQUIPMENT ARE SELECTED AND SIZED, BASED ON THE EQUIPMENT SPECIFIED. IF SUBSTITUTIONS AND/OR EQUIVALENT EQUIPMENT ARE FURNISHED, IT SHALL BE THE RESPONSIBILITY OF ALL PARTIES CONCERNED, INVOLVED IN, AND FURNISHING THE SUBSTITUTE AND/OR EQUIVALENT EQUIPMENT TO VERIFY AND COMPARE THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THAT FURNISHED TO THAT SPECIFIED AND/OR SHOWN. IF GREATER CAPACITY OR MORE MATERIALS OR LABOR IS REQUIRED FOR THE ROUGH-IN, CIRCUITRY OR CONNECTIONS THAN FOR THE ITEM SPECIFIED AND PROVIDED FOR, THEN IT SHALL BE THE RESPONSIBILITY OF THE PARTIES INVOLVED IN PROVIDING THE SUBSTITUTE AND/OR EQUIVALENT ITEMS OF EQUIPMENT TO PROVIDE ALL COMPENSATION FOR ADDITIONAL CHARGES MADE FOR THE PROPER ROUGH-IN, CIRCUITRY AND CONNECTIONS FOR THE EQUIPMENT FURNISHED. NO ADDITIONAL CHARGES ABOVE THE BASE BID SHALL BE ALLOWED FOR SUCH REVISIONS.

K. EXCAVATION FOR UNDERGROUND ELECTRICAL STRUCTURES: CONFORM TO ELEVATIONS AND DIMENSIONS SHOWN WITHIN A TOLERANCE OF PLUS OR MINUS 0.10'; PLUS A SUFFICIENT DISTANCE TO PERMIT PLACING AND REMOVAL OF CONCRETE FORMWORK, INSTALLATION OF SERVICES, OTHER CONSTRUCTION, AND FOR INSPECTION.

L. TRENCHING: EXCAVATE TRENCHES FOR ELECTRICAL INSTALLATIONS AS FOLLOWS:

1. EXCAVATE TRENCHES TO THE UNIFORM WIDTH, SUFFICIENTLY WIDE TO PROVIDE AMPLE WORKING ROOM AND A MINIMUM OF 6" TO 9" CLEARANCE ON BOTH SIDES OF RACEWAYS AND EQUIPMENT.
2. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED.
3. LIMIT THE LENGTH OF OPEN TRENCH TO THAT IN WHICH INSTALLATIONS CAN BE MADE AND THE TRENCH BACKFILLED WITHIN THE SAME DAY.
4. WHERE ROCK IS ENCOUNTERED, CARRY EXCAVATION BELOW REQUIRED ELEVATION AND BACKFILL WITH A LAYER OF CRUSHED STONE OR GRAVEL PRIOR TO INSTALLATION OF RACEWAYS AND EQUIPMENT. PROVIDE A MINIMUM OF 6" OF STONE OR GRAVEL CUSHION BETWEEN ROCK BEARING SURFACE AND ELECTRICAL INSTALLATIONS.

M. THE CONTRACTOR SHALL PROVIDE ALL INSERTS FOR THE SUPPORT OF DIVISION 16 EQUIPMENT TO BE PLACED IN CONCRETE OR THROUGH CONCRETE SLABS AS CONSTRUCTION PROGRESSES. HE SHALL PROVIDE ALL MISCELLANEOUS HANGING AND SUPPORTING HARDWARE. ALL ELECTRICAL WORK IS TO BE CONCEALED IN OR BUILT INTO GENERAL CONSTRUCTION SHALL BE PLACED AS CONSTRUCTION PROGRESSES. FAILURE OF THE CONTRACTOR TO COORDINATE WORK WITH OTHER TRADES AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING AND PATCHING, AS REQUIRED TO INSTALL WORK. NO STRUCTURAL MEMBER, MASONRY CONSTRUCTION OR FINISHED WORK SHALL BE CUT OR ALTERED WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT/ENGINEER. CONTRACTOR SHALL FIRE RATE ALL PENETRATIONS THROUGH ALL FIRE RATED SLABS OR WALLS PER THE INTENDED RATING.

N. THE CONTRACTOR SHALL SUPPLY AND SET INTO PLACE ALL WALL SLEEVES FOR CONDUITS AND CEILING INSERTS FOR HANGERS IN AREAS OF NEW CONSTRUCTION AS BUILDING CONSTRUCTION PROGRESSES. INSTALL EQUIPMENT NOTED TO BE CONCEALED IN WALLS BEFORE WALLS ARE CONSTRUCTED IN ORDER THAT WALLS MAY BE CONSTRUCTED AROUND CONDUITS, ENCLOSURES, ETC.

O. METALLIC MATERIALS SHALL BE PROTECTED AGAINST CORROSION. EQUIPMENT ENCLOSURES SHALL BE GIVEN RUST-INHIBITING TREATMENT AND STANDARD FINISH BY MANUFACTURER. ALUMINUM SHALL NOT BE USED ON CONTACT WITH EARTH, AND, WHERE CONNECTED TO DISSIMILAR METAL, SHALL BE PROTECTED BY SUITABLE FITTINGS AND TREATMENT. ALL FERROUS METALS SUCH AS ANCHORS, BOLTS, BRACES, BOXES, BODIES, CLAMPS, FITTINGS, GUARDS, NUTS, PINS, RODS, SHIMS, THIMBLES, WASHERS, AND MISCELLANEOUS PARTS, NOT OF STAINLESS STEEL OR NONFERROUS MATERIALS, SHALL BE HOT-DIPPED GALVANIZED.

P. ALL CONDUITS STUBBED OUT FOR FUTURE USE SHALL HAVE A PULL WIRE INSTALLED, A PLASTIC CAP INSTALLED AND BE IDENTIFIED AS TO THE CONDUIT ORIGIN.

Q. THE RESPONSIBILITY FOR ANY CUTTING OF CONSTRUCTION WHICH IS REQUIRED FOR THE INSTALLATION OF DIVISION 16 WORK, SHALL BE BY THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND THE OWNER BEFORE ANY CUTTING AND OBTAIN APPROVAL FROM THE ARCHITECT/ENGINEER PRIOR TO ANY CUTTING. ALL PATCHING AND FINISHING SHALL BE BY THE CONTRACTOR.

R. WHERE OPENINGS OR HOLES ARE CUT IN CONSTRUCTION AND THE CUTTING BREAKS ELECTRICAL CIRCUITRY OR CONTROL CIRCUITRY CONDUIT AND WIRING, THEN IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REROUTE THE CIRCUITRY CONDUIT AND REWIRING AND TO COMPLETE THE CIRCUITRY AS REQUIRED AND AS APPROVED BY THE ARCHITECT/ENGINEER. TEMPORARY COMPLETION SHALL BE PROVIDED WHERE NECESSARY BEFORE THE PERMANENT REROUTING AND COMPLETION WORK IS FINISHED.

S. ANY PENETRATIONS OF FIRE OR SMOKE RATED ASSEMBLIES MADE BY THIS CONTRACTOR IN VERTICAL OR HORIZONTAL CONSTRUCTION SHALL BE SEALED AND PROTECTED BY THIS CONTRACTOR IN ORDER TO MAINTAIN THE ESTABLISHED FIRE RATING WITH METHODS AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.

III. IDENTIFICATION:

A. IDENTIFICATION NAMEPLATES SHALL BE LAMINATED PLASTIC, SECURED TO EQUIPMENT WITH TWO SCREWS.

B. EACH PANELBOARD AND SWITCHBOARD SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS, SECURELY FASTENED TO THE DEVICE.

C. EACH INDIVIDUALLY MOUNTED CIRCUIT BREAKER, SWITCH, TRANSFER SWITCH, MOTOR STARTER, LIGHTING CONTACTOR, TRANSFORMER AND/OR ANY OTHER CONTROL OR PROTECTIVE DEVICE INCLUDING EQUIPMENT DISCONNECT SWITCHES SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS.

D. PANELBOARDS SHALL HAVE TYPEWRITTEN DIRECTORIES. ALL CIRCUITS TO BE IDENTIFIED BY DEVICES SERVED AND ROOM NUMBERS (I.E., LIGHTING ROOM 216). HANDWRITTEN DIRECTORIES WILL NOT BE ALLOWED.

E. EACH JUNCTION BOX CABINET OR WIREWAY LARGER THAN 6" X 6" SHALL BE EQUIPPED WITH A PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS INDICATING THE SYSTEM ENCLOSED.

F. ALL SYSTEMS JUNCTION BOXES AND CONDUIT SHALL BE COLOR CODED INSIDE AND OUTSIDE OF THE BOX PRIOR TO THE INSTALLATION OF CONDUCTORS PER THE FOLLOWING:

1. CCTV SYSTEM: GREEN
2. TELEPHONE DATA SYSTEM: BLUE
3. FIRE ALARM SYSTEM: RED

G. ENTIRE BOX INSIDE AND OUT, INCLUDING COVER, SHALL BE PAINTED PRIOR TO INSTALLING CONDUCTORS.

IV. WIRING DEVICES:

A. SWITCHES AND RECEPTACLES IN LOBBIES, CORRIDORS OR COMMERCIAL SPACES, UNFINISHED AND MECHANICAL SPACES SHALL BE 20 AMP COMMERCIAL GRADE 125 VAC. GRAY IN COLOR WITH STAINLESS STEEL COVERPLATES.

B. WEATHERPROOF RECEPTACLES SHALL BE GFCI TYPES WITH GASKETED STAINLESS STEEL KEY LOCKABLE FLIP COVER TYPE COVERPLATES. SURGE SUPPRESSION TYPE OUTLETS IN MDFS AND IDFS SHALL BE HUBBELL #83625 (BLUE) OR EQUAL.

C. RECEPTACLES PROVIDED FOR ATTACHMENT OF CORD AND PLUG EQUIPMENT SHALL BE HEAVY DUTY, SPECIFICATION GRADE, NON-INTERCHANGEABLE, FLUSH MOUNTED TYPES OF THE PROPER NEMA CONFIGURATION TO SERVE THE EQUIPMENT. NEMA CONFIGURATIONS SHALL BE VERIFIED PRIOR TO INSTALLATION OF CIRCUIT CONDUCTORS. CONTRACTOR TO PROVIDE ALL CONNECTION, WIRING, PIGTAILS FOR DISHWASHERS, COOKING RANGES, OVENS AND GARBAGE DISPOSALS.

D. ALL DEVICES SHALL HAVE PROPER PLATES, CARPET FLANGES, TRIMS, RINGS, ESCUTCHEONS, ETC., AS MANUFACTURED BY SAME MANUFACTURER AS DEVICES. ANY TELEPHONE OR OTHER OUTLET WHICH IS NOT EQUIPPED WITH A PLATE FURNISHED BY OTHERS SHALL HAVE ONE PROVIDED BY THIS CONTRACTOR. DEVICE PLATES SHALL BE COLOR AND TYPE AS SHOWN BELOW.

1. FINISHED SPACES DECORA LINE:
   a. IVORY DEVICES
   b. IVORY NYLON PLATES
2. UNFINISHED OR INDUSTRIAL OR COMMERCIAL TYPE SPACES:
   a. GRAY DEVICES
   b. STAINLESS STEEL OR STAMPED GALVANIZED STEEL ON SURFACE MOUNTED BOXES
   c. STAINLESS STEEL PLATES ON FLUSH MOUNTED BOXES

E. MOUNTING HEIGHTS ARE APPROXIMATE. THE EXACT LOCATIONS AND MOUNTING HEIGHTS SHALL BE DETERMINED ON THE JOB AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL TRADES TO INSURE CORRECT INSTALLATION, I.E., OVER COUNTERS IN OR ABOVE BACK-SPLASHES, IN BLOCK WALLS, TILE, AND OTHER SPECIFIC CONSTRUCTION FEATURES. LOCATION OF OUTLETS MOUNTED IN BUILT-INS, MILLWORK, AND CABINETRY SHALL BE VERIFIED. OUTLETS MOUNTED IN KICK OR TOE SPACES SHALL BE MOUNTED HORIZONTALLY. OUTLET BOXES SHALL BE MOUNTED TO PREVENT DEVICE PLATE FROM OVERLAPPING BACKSPLASH, TRIM, TILE, ETC. LOCATE SO DEVICE PLATE WILL LAY FLAT AGAINST SURFACE COMPLETELY AROUND THE PERIMETER OF PLATE.

F. OUTLETS, OTHER THAN THOSE COORDINATED WITH COUNTER TOPS, SHELVES, AND CABINETS, SHALL BE LOCATED WITH THE CENTER LINE OF OUTLET BOXES THE FOLLOWING DISTANCE ABOVE THE FINISHED FLOOR, UNLESS OTHERWISE INDICATED:

1. RECEPTACLES, GENERAL: 1'-6" AFF
2. TELEPHONE OUTLETS: 1'-6" AFF
3. SWITCHES, GENERAL: 4'-0" AFF

V. RACEWAYS

A. SHALL BE GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. E.M.T. SHALL BE ELECTRO-GALVANIZED. CONDUITS SHALL BE AS MANUFACTURED BY REPUBLIC, PITTSBURGH STANDARD, WHEATLAND, TRIANGLE, ALLIED, OR YOUNGSTOWN.

B. SHALL BE STANDARD THREADED TYPE, GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. THREADLESS AND CLAMP TYPE NOT ACCEPTABLE. SHALL BE AS MANUFACTURED BY RACO, EFCOR, OR APPLETON.

C. SHALL BE STEEL THREADED COMPRESSION TYPE. ALL COUPLINGS AND CONNECTORS SHALL BE EFCOR OR RACO. PRESSURE INDENTED TYPE CONNECTORS OR CAST METAL WILL NOT BE APPROVED FOR ANY LOCATION.

D. CONNECTORS SHALL HAVE PLASTIC INSULATED THROAT INSERTS.

E. THE USE OF METAL CLAD CABLE IS ACCEPTABLE IN LOCATIONS AS ACCEPTED BY THE NEC AND ALL LOCAL JURISDICTIONAL CODES.

F. STEEL METAL CLAD CABLE, TYPE MC, EMPLOYING CIRCUIT CONDUCTORS #12 SOLID TO #2 AWG, SOLID OR STRANDED COPPER WITH THHN INSULATION, AN INSULATED GREEN GROUNDING CONDUCTOR AND GALVANIZED STEEL INTERLOCKED ARMOR CLADDING. THE CABLES SHALL BE SUITABLE FOR USE IN DRY LOCATIONS AT TEMPERATURES NOT EXCEEDING 90°C ON AD CIRCUITS UP TO 600 VOLTS IN ACCORDANCE WITH N.E.C., ARTICLE 334. THE CABLE SHALL BE ONE AND TWO HOUR FIRE RATED PER ANSI/UL 1479 FOR USE IN WALL, CEILING AND FLOOR ASSEMBLIES.

G. FLEXIBLE METALLIC CONDUIT RACEWAYS MAY BE USED TO CONNECT HVAC UNITS LOCATED IN INTERIOR MECHANICAL AREAS. MINIMUM SIZE 3/4".

H. CONDUIT SHALL BE SIZED IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODE EXCEPT THAT NO CONDUIT SHALL BE SMALLER THAN 3/4" UNLESS OTHERWISE NOTED. CONDUIT SHALL BE SIZED LARGER THAN REQUIRED ABOVE WHEN SO SHOWN ON THE DRAWINGS OR WHEN REQUIRED BY LOCAL CODE.

I. ANY CONDUIT STUBBED OUT FOR FUTURE SHALL BE CAPPED WITH A PLASTIC CAP AND MARKED WITH A 2" MINIMUM RED METAL TAG WHICH IDENTIFIES CONDUIT ORIGIN. CONDUITS STUBBED UP ABOVE GRADE OR ROOF SHALL BE TAGGED ON THE CONDUIT. CONDUIT STUBBED OUT BELOW GRADE SHALL BE TAGGED ON NEAREST BUILDING WALL, CURB, ETC., DIRECTLY OVER THE CONDUIT RUN. ALL EMPTY CONDUITS SHALL HAVE PULL WIRES.

VI. SCHEDULE 40 RIGID PVC:

A. CONDUIT SHALL BE COMPOSED OF POLYVINYLCHLORIDE AND SHALL BE UL RATED TYPE 40 FOR USE WITH 90EC RATED CONDUCTORS. CONDUIT SHALL CONFORM TO NEMA STANDARDS AND APPLICABLE SECTIONS OF NEC.

B. INSTALLATION OF RIGID NON-METALLIC CONDUIT SHALL COMPLY WITH ARTICLE 347 OF THE NATIONAL ELECTRICAL CODE (NFPA 70) AND THESE SPECIFICATIONS.

C. PROVIDE A CONTINUOUS, INSULATED, GROUNDING CONDUCTOR IN EVERY RIGID, NON-METALLIC RACEWAY EVEN IF NOT SHOWN ON THE DRAWINGS. THE GROUNDING CONDUCTOR SHALL BE CONNECTED TO GROUND AT EACH END OF THE RACEWAY IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NFPA 70).

D. WHERE RIGID NON-METALLIC CONDUIT TRANSITIONS TO METALLIC CONDUIT, THE LOCATION OF THE TRANSITION SHALL BE UNDERGROUND.

E. NO PVC CONDUIT SHALL BE RUN EXPOSED, OR ABOVE GRADE.

VII. WIRE AND CABLE 600 VOLT:

A. CONDUCTORS SHALL HAVE CURRENT CARRYING CAPACITIES AS PER NEC AND WITH 600 VOLT INSULATION, #12 AVERAGE MINIMUM FOR 20 AMP CIRCUITS AND #14 FOR 15 AMP CIRCUITS EXCEPT FOR CONTROLS, AND FIXTURE WIRE. CONDUCTORS SHALL BE COPPER.

B. #12 AND #10 SHALL BE SOLID, TYPE THW/THWN INSULATION.

C. #8 AND LARGER, AND ANY SIZE TO MOTORS SHALL BE STRANDED TYPE THW.

D. SHALL BE MADE WITH T & B STA-KON WIRE JOINTS, PT SERIES, COMPLETE WITH INSULATING CAPS AND INSTALLED WITH WT161 TOOL OR WT2000 TOOL; IDEAL SUPER-NUTS (NOT WIRE NUTS), IDEAL WING NUTS, OR BUCHANAN ELEC. PRODUCTS B CAP OR SERIES 2000 PRESSURE CONNECTORS COMPLETE WITH NYLON SNAP-ON INSULATORS AND INSTALLED WITH C24 PRESSURE TOOL.

E. ALL JOINTS AND SPLICES IN WIRE SHALL BE MADE WITH APPROVED SOLDERLESS CONNECTORS, AND COVERED SO THAT INSULATION IS OWNER APPROVED EQUAL TO CONDUCTOR INSULATION. SPLICES SHALL NOT BE PERMITTED IN CONTROL, SECURITY, FIRE ALARM, TELEVISION OR COMMUNICATIONS SYSTEMS, OR WHERE OTHERWISE NOTED. SPLICING OF WIRE OR CABLES WILL NOT BE ALLOWED BELOW GRADE, INCLUDING IN BOXES BELOW GRADE.

F. BOTH CONDUCTORS AND CONDUITS SHALL BE CONTINUOUS FROM OUTLET TO OUTLET.

G. IN INSTALLING THE MAIN ELECTRICAL SERVICE, ADDITIONAL SLACK CONDUCTORS SHALL BE PROVIDED AND TERMINATED AS REQUIRED BY ELECTRIC UTILITY FOR CONNECTION TO THEIR EQUIPMENT. FIELD COORDINATE WITH UTILITY PRIOR TO INSTALLING CONDUCTORS.

H. IN INSTALLING PARALLEL CONDUCTORS IT IS MANDATORY THAT ALL CONDUCTORS MAKING UP THE FEEDER BE EXACTLY THE SAME LENGTH, THE SAME SIZE AND THE SAME TYPE OF CONDUCTOR WITH THE SAME INSULATION. FURTHER, EACH GROUP OF CONDUCTORS MAKING UP A PHASE OR NEUTRAL MUST BE BONDED AT BOTH ENDS IN AN APPROVED MANNER.

I. CONDUCTOR SIZES INDICATED ON CIRCUIT HOMERUNS OR IN PANELBOARD SCHEDULES SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE CIRCUIT UNLESS NOTED OTHERWISE ON THE DRAWINGS.

J. CONDUCTORS SHALL BE CONTINUOUS AND UNSPLICED WHERE INSTALLED IN CONDUIT. SPLICES SHALL OCCUR ONLY WITHIN WIRING TROUGHS, WIREWAYS, JUNCTION BOXES, OUTLET BOXES, OR EQUIPMENT ENCLOSURES WHERE SUFFICIENT ADDITIONAL ROOM IS PROVIDED FOR ALL SPLICES.

K. EACH BRANCH CIRCUIT AND FEEDER CONDUCTOR SHALL BE COLOR CODED. FOR CONDUCTOR SIZES THRU NO. 6 AWG, THE INSULATION SHALL BE OF THE COLOR AS INDICATED BELOW. COLOR CODE SHALL BE STRICTLY ADHERED TO. FOR CONDUCTOR SIZES NO. 4 AWG AND LARGER, COLOR CODED PHASE TAPE MAY BE APPLIED COMPLETELY AROUND THE CONDUCTOR INSULATION WITHIN 8" OF EACH END OF THE CONDUCTOR AND IN EACH PULL OR JUNCTION BOX OR WHENEVER CONDUCTORS ARE PHYSICALLY EXPOSED TO VIEW. GROUNDING CONDUCTORS AND GROUNDED CONDUCTORS SHALL HAVE INSULATION COLOR AS INDICATED FOR SIZES THROUGH #6 AWG.
120/208 V, 3PHASE,4W

PHASE A, COLOR: BLACK
PHASE B, COLOR: RED
PHASE C, COLOR: BLUE
NEUTRAL, COLOR: WHITE
GROUND, COLOR: GREEN

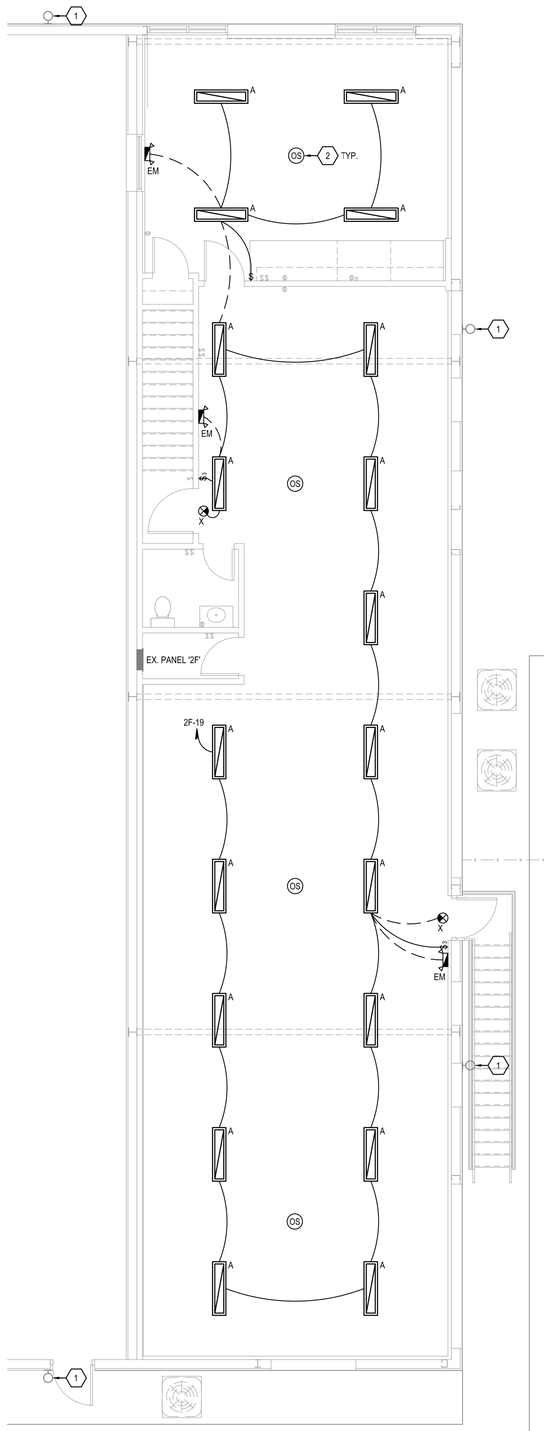
VIII. GROUNDING:

A. THIS SECTION DEALS WITH THE GROUNDING OF SERVICE EQUIPMENT, TRANSFORMERS, NON-CURRENT CARRYING CONDUCTIVE SURFACES OF EQUIPMENT, METAL BUILDING, STRUCTURES AND OTHER EQUIPMENT.

B. ALL GROUNDING CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES AND REQUIREMENTS. SUCH CODES SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE INSTALLATION OF THE GROUNDING SYSTEM SHALL INSURE FREEDOM FROM DANGEROUS SHOCK EXPOSURE AND SHALL PROVIDE A LOW IMPEDANCE GROUND FAULT PATH TO PERMIT OPERATION OF OVERCURRENT AND GROUND FAULT PROTECTIVE DEVICES.

C. ALL SERVICE AND EQUIPMENT GROUNDING CONDUCTORS, AND BONDING JUMPERS SHALL BE INSULATED COPPER, TYPE THHN, THWN, OR THW CONDUCTORS (UNLESS NOTED OTHERWISE) AND SHALL BE SIZED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF ARTICLES 250 AND 517 OF THE NATIONAL ELECTRICAL CODE. GROUNDING CONDUCTORS #6 AWG AND SMALLER SHALL HAVE A GREEN COLOR INSULATION. ALL GROUNDING CONDUCTORS #4 AWG AND LARGER SHALL BE ADEQUATELY IDENTIFIED WITH A GREEN TRACER AND/OR GREEN COLORED TAPE AT EACH END OF THE GROUNDING CONDUCTOR AND AT EACH PULLBOX OR OTHER ACCESSIBLE LOCATION.

D. THE MAIN SERVICE GROUNDING ELECTRODE SYSTEM SHALL CONSIST OF THE FOLLOWING ITEMS BONDED TOGETHER BY THE GROUNDING ELECTRODE CONDUCTORS IN ACCORDANCE



1 E201 2ND FLOOR PLAN – LIGHTING
SCALE: 3/16" = 1'–0"

LIGHTING FIXTURE SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	LAMP QTY	LAMP WATTS	LAMP MODEL	FIXTURE WATTS
A	SQUARE-BASKET LED WRAPAROUND	LITHONIA	SBL4-3000LM-80CRI-35K-MIN10-MVOLT	120/277	1	25.5	LED	25.5
EM	LED EMERGENCY LIGHTING FIXTURE, 90 MINUTE BATTERY BACKUP, UNIVERSAL MOUNT	LITHONIA	ELM2L-M12	120/277	2	1.2	LED	2.4
X	UNIVERSAL FACE/MOUNT LED EXIT SIGN WITH WHITE THERMOPLASTIC HOUSING, RED LETTERS, BATTERY BACKUP	LITHONIA	LHQM-S-W-3-R	120/277	1	3.3	LED	3.3

NOTES:
1. ELECTRICAL CONTRACTOR SHALL VERIFY ALL FIXTURE TYPES AND FINISHES WITH OWNER PRIOR TO ORDERING.

EX. PANEL 2F

LOCATION: 2ND FL CLOSET | VOLTAGE: 208Y/120 V 3Φ 4W | MIN. AIC RATING: 10K AIC | NOTES: PROVIDE TYPED WRITTEN DIRECTORY
TYPE: SQUARE D TYPE QO | MAINS: 125 A ☑ MLO ☐ MCB | MOUNTING: RECESSED
FED FROM: EXISTING | LUGS: ☐ SUB-FEED ☐ FEED-THRU | ENCLOSURE: NEMA 1

CKT.	CIRCUIT DESCRIPTION	NOTES	BRANCH CIRCUIT Φ	NEUT	GND	COND	BKR	LOAD KVA	PHASE Φ	LOAD KVA	BKR	BRANCH CIRCUIT Φ	NEUT	GND	COND	NOTES	CIRCUIT DESCRIPTION	CKT.
1	CU OFFICE	1	EX	EX	EX	EX	35/2	1.66	A	5.00	50/2	EX	EX	EX	EX		RANGE	2
3			EX					1.66	B	5.00		EX						4
5	CU APARTMENT	1	EX	EX	EX	EX	35/2	1.66	C	2.25	30/2	EX	EX	EX	EX		WATER HEATER	6
7			EX					1.66	A	2.25		EX						8
9	LIGHTS STAIRS		EX	EX	EX	EX	20/1	0.25	B	0.90	20/1	EX	EX	EX	EX		REFRIGERATOR	10
11	LIGHTS HALL		EX	EX	EX	EX	20/1	0.25	C	1.44	20/1	EX	EX	EX	EX		DISHWASHER/DISP/COMPOST	12
13	RECP FRONT OFFICE		EX	EX	EX	EX	20/1	0.72	A	0.36	20/1	EX	EX	EX	EX		RECP KITCHEN	14
15	RECP FRONT OFFICE		EX	EX	EX	EX	20/1	0.72	B	0.25	20/1	EX	EX	EX	EX		LIGHTS KITCHEN	16
17	RECP MIDDLE OFFICE		EX	EX	EX	EX	20/1	0.72	C	0.25	20/1	EX	EX	EX	EX		LIGHTS LIVING RM	18
19	**LIGHTS STORAGE**		**12**	**12**	**12**	**1/2"**	20/1	0.48	A	0.72	20/1	EX	EX	EX	EX		BED RM	20
21	LIGHTS FRONT OFFICE		EX	EX	EX	EX	20/1	0.25	B	0.72	20/1	EX	EX	EX	EX		BED RM	22
23	RECP APT LIVING RM		EX	EX	EX	EX	20/20/1	0.72	C	0.72	20/1	EX	EX	EX	EX		BED RM	24
25	RECP BATH/TV		EX	EX	EX	EX	20/20/1	0.36	A	0.50	20/1	EX	EX	EX	EX		EXISTING	26
27	AHU APARTMENT		EX	EX	EX	EX	40/2	3.31	B	3.31	40/2	EX	EX	EX	EX		AHU OFFICE	28
29			EX					3.31	C	3.31		EX						30

EQUIPMENT SERVED	CONN. LOAD	L.F.	D.F.	DEMAND LOAD
LIGHTING	1.73 KVA		125%	2.17 KVA
RECEPTACLES - GENERAL	5.76 KVA		100%	5.76 KVA
EQUIPMENT	30.57 KVA		100%	30.57 KVA

NOTES
1) NONCOINCIDENT LOAD.

TOTAL DEMAND LOAD: 38.49 KVA
TOTAL DEMAND AMPS: 106.85 AMPS

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

C. REFER TO PANEL SCHEDULE FOR WIRE AND CONDUIT SIZE. ALL CIRCUITS NOT SIZED ON DRAWING SHALL BE INSTALLED TO MEET MINIMUM SIZE REQUIRED BY NEC. ALL CONDUCTORS SHALL HAVE AN EQUIPMENT GROUND WIRE SIZED PER NEC.

D. VERIFY ALL MOUNTING HEIGHTS AND PENDANT LENGTHS WITH ARCHITECT AND ENGINEER PRIOR TO ORDERING FIXTURES.

E. ALL EMERGENCY LIGHTING FIXTURES (NORMALLY OFF), NIGHT LIGHTS, AND EXIT SIGNS SHALL BE CONNECTED "HOT" TO THE INDICATED LOCAL LIGHTING CIRCUIT. (NOT SWITCHED)

F. EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A PERIOD OF 90 MINUTES IN THE EVENT OF FAILURE OF NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOTCANDLE (10 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOTCANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOTCANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40:1 SHALL NOT BE EXCEEDED.

G. ELECTRICAL CONTRACTOR TO FIELD VERIFY PANEL CIRCUITS. THE CONTRACTOR SHALL INCLUDE A PRE-CONSTRUCTION CIRCUIT TRACING EXERCISE WITHIN THE BID OF THE PROJECT. BASED ON CIRCUIT TRACING AND EXISTING CONDITIONS VERIFICATION, THE CONTRACTOR MAY REUSE, AT A CREDIT TO THE OWNER, ANY EXISTING CONDITION THAT MEETS THE INTENT OF THE DESIGN PROVIDED AND IS CODE COMPLIANT.

H. ALL BRANCH CIRCUIT BREAKER SIZES, WIRE SIZES, AND CONDUIT SIZES SHOWN IN DARK BOLD LINETYPE ARE NEW. CIRCUITS SHOWN IN LIGHT LINETYPE AND NOTED WITH "EX" ARE EXISTING TO REMAIN OR EXISTING TO BE MODIFIED. PENDING FIELD VERIFICATION AND FLOOR PLAN NOTATION. PRIOR TO BID, CONTRACTOR SHALL VERIFY ALL EXISTING CIRCUITRY TO BE REUSED TO VALIDATE SUITABILITY FOR REUSE. IF THE CONTRACTOR CANNOT VERIFY PRIOR TO BID, ALL WORK SHALL BE BID AS NEW.

I. ALL NEW BRANCH CIRCUIT BREAKERS SHALL MATCH AIC AND MANUFACTURER OF EXISTING.

KEY NOTES: (#)

1. EXISTING LIGHTING FIXTURES TO BE REINSTALLED. RECONNECT TO EXISTING LIGHTING CIRCUIT AND MAINTAIN CIRCUIT CONTINUITY.

2. PROVIDE CEILING MOUNTED, DUAL TECHNOLOGY, LOW VOLTAGE VACANCY SENSOR, WATTSTOPPER #DT-305 (OR APPROVED SUBSTITUTION) TO OVERRIDE WALL SWITCHES AND TURN OFF LIGHTS IF ROOM IS UNOCCUPIED FOR MORE THAN 20 MINUTES. COORDINATE LOCATION WITH CONDITIONS IN FIELD TO PROVIDE MAXIMUM COVERAGE OF SPACE. PROVIDE ADDITIONAL SENSORS, RELAYS, POWER PACKS, ETC. AS REQUIRED FOR COMPLETE COVERAGE OF SPACE. INSTALLATION SHALL COMPLY WITH FLORIDA BUILDING CODE - ENERGY CONSERVATION - SECTION C405.2.1. 2023, 8TH EDITION.

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REVISIONS:

Project No.:	24-01055
Date:	NOVEMBER 8, 2024
Drawn By:	SP/JS/PJR
Checked By:	BLS/LMS

ELECTRICAL
FLOOR PLAN - LIGHTING

E201

100% Construction Documents

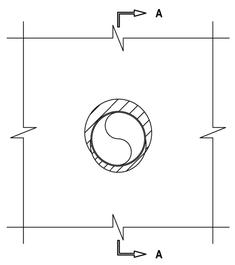
UL/cUL SYSTEM NO. W-L-1175

METAL PIPE THROUGH GYPSUM WALL ASSEMBLY

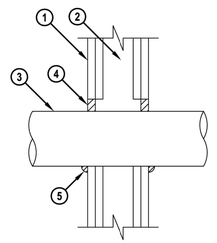
F-RATING = 1-HR. OR 2-HR.
T-RATING = 0-HR.
L-RATING AT AMBIENT = 1 CFM/SQ. FT.
L-RATING AT 400°F = 1 CFM/SQ. FT.

WL1175b.032206

FRONT VIEW



SECTION A-A



1. GYPSUM WALL ASSEMBLY (UL/cUL CLASSIFIED U300 OR U400 SERIES) (1-HR. OR 2-HR. FIRE-RATING) (2-HR. SHOWN).
2. [NOT SHOWN] WOOD STUDS TO CONSIST OF NOMINAL 2" x 4" LUMBER. STEEL STUDS TO BE MINIMUM 2-1/2" WIDE.
3. PENETRATING ITEM TO BE ONE OF THE FOLLOWING :
   A. MAXIMUM 4" NOMINAL DIAMETER EMT.
   B. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT.
4. MINIMUM 5/8" DEPTH HILTI CP 618 FIRESTOP PUTTY STICK.
5. MINIMUM 1/4" CROWN HILTI CP 618 FIRESTOP PUTTY STICK AT POINT OF CONTACT.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 5-1/2".
2. ANNULAR SPACE = MINIMUM 0", MAXIMUM 1".

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UL FIRE RATED DETAIL (W-L-1175) | D

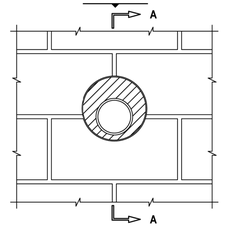
UL/cUL SYSTEM NO. W-J-1020

METAL PIPE THROUGH CONCRETE WALL OR BLOCK WALL

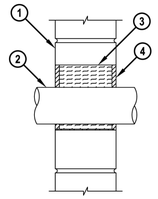
F-RATING = 2-HR.
T-RATING = 0-HR. OR 1/4-HR.
L-RATING AT AMBIENT = LESS THAN 1 CFM/SQ. FT.
L-RATING AT 400°F = 4 CFM/SQ. FT.

WJ1020e.091699

FRONT VIEW



SECTION A-A



1. CONCRETE WALL ASSEMBLY (2-HR. FIRE-RATING):
   A. LIGHTWEIGHT OR NORMAL WEIGHT CONCRETE WALL (MIN. 5" THICK).
   B. ANY UL/ULC CLASSIFIED CONCRETE BLOCK WALL.
2. PENETRATING ITEM TO BE ONE OF THE FOLLOWING:
   A. MAXIMUM 4" NOMINAL DIAMETER COPPER PIPE.
   B. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT.
   C. MAXIMUM 4" NOMINAL DIAMETER EMT.
3. MINERAL WOOL (MIN. 4 PCF DENSITY), BACKER ROD, OR HILTI CF 128 FILLER FOAM TO BE USED AS A BACKER.
4. HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT:
   A. MINIMUM 1/4" DEPTH WHEN EMT OR STEEL CONDUIT IS THE PENETRATING ITEM.
   B. MINIMUM 1/2" DEPTH WHEN COPPER PIPE IS THE PENETRATING ITEM.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 8".
2. ANNULAR SPACE = MINIMUM 3/4", MAXIMUM 3-1/2".
3. FOR HOLLOW BLOCK WALLS, USE NO. 8 STEEL WIRE MESH TO AID IN THE INSTALLATION.

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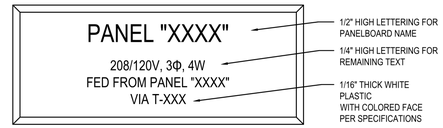
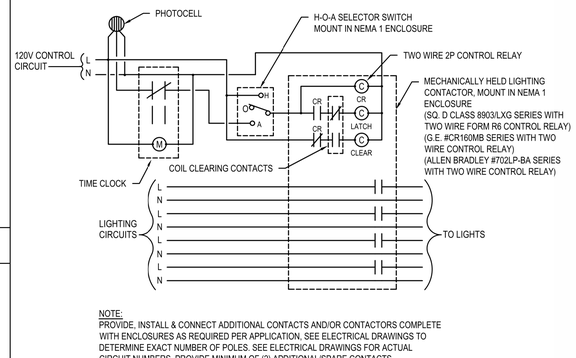
UL FIRE RATED DETAIL (W-J-1020) | E



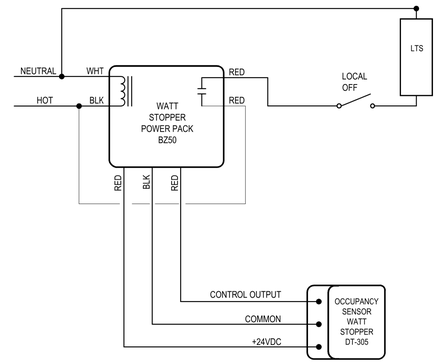
TYPICAL 208/120V PANELBOARD

PANELBOARD NAMEPLATE DETAIL | A



NOTE:
PROVIDE, INSTALL & CONNECT ADDITIONAL CONTACTS AND/OR CONTACTORS COMPLETE WITH ENCLOSURES AS REQUIRED PER APPLICATION, SEE ELECTRICAL DRAWINGS TO DETERMINE EXACT NUMBER OF POLES. SEE ELECTRICAL DRAWINGS FOR ACTUAL CIRCUIT NUMBERS. PROVIDE MINIMUM OF (2) ADDITIONAL/SPARE CONTACTS.

CONTACTOR 'LC' SCHEMATIC - PHOTOCELL & TIMECLOCK | B



AUTOMATIC LIGHTING CONTROL DIAGRAM | C

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317 SYRACUSE BLVD. UNIT 1B
COCOA, FLORIDA 32922
(321) 639-2626
C.A. NO. 33725

BLAKE L. SUPDETH
P.E.# 60060

All designs, plans, arrangements, and drawings prepared by kma DESIGN GROUP, LLC and were created and developed for use on the specified project. None of the designs, plans, arrangements, and/or drawings shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the prior written permission of kma DESIGN GROUP, LLC. Written dimensions shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job and kma DESIGN GROUP, LLC must be notified of any variation from the dimensions and conditions shown by these drawings.

AVCON
AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., ORLANDO, FL 32822
PHONE: (407) 896-1361 FAX: 896-5122
OFFICE@AVCONINC.COM
www.avconinc.com

NEW SMYRNA BEACH AIRPORT
American Aero Services Building Reno.

1501 Airway Circle
New Smyrna Beach, FL 32168

REVISIONS:

Project No.:	24-01035
Date:	NOVEMBER 8, 2024
Drawn By:	SP/JS/PJR
Checked By:	BLS/LMS

ELECTRICAL DETAILS

E301

100% Construction Documents

FLORIDA BUILDING CODE, ENERGY CONSERVATION **CHAPTER C4—COMMERCIAL ENERGY EFFICIENCY**			
Form C402-2023 ALTERATIONS, RENOVATIONS and BUILDING SYSTEMS			
	Climate Zone: 2		
Project Name: NSB Airport American Aero Services Building Reno	*Occupancy type:* Refer to Arch Plans		
Address: 1501 Airway Circle	Alteration ☐ Renovation ☑ Building System ☐		
City, Zip Code: New Smyrna Beach, FL, 32168	*Building Permit No.:*		
Builder:	*Permitting Office:* City of New Smyrna Beach		
Owner:			

BUILDING ENVELOPE INFORMATION (Where changed)

Envelope Component	Description	Requirement		Efficiency	
		Location	Unit	Required	Installed
Roof type	N/A Existing to Remain	*Table C402.1.4 or Table C402.1.3*	*≤ U-factor or ≥ R-value*	n/a n/a	n/a n/a
Roof reflectance/Emittance (low slope roofs)	N/A Existing to Remain	*Table C402.3*	*≥ Solar reflectance, ≥ Thermal emittance*	n/a n/a	n/a n/a
Wall type, above grade	N/A Existing to Remain	*Table C402.1.4 or Table C402.1.3*	*≤ U-factor or ≥ R-value*	n/a	n/a
Wall, below grade	N/A Existing to Remain			n/a	n/a
Floor type	N/A Existing to Remain			n/a	n/a
Vertical fenestrations	N/A Existing to Remain	*Table C402.4 or Table C402.1.1.1*	*≤ U-factor*	n/a	n/a
			≤ SHGC	n/a	n/a
Skylights	N/A Existing to Remain		*≤ U-factor*	n/a	n/a
			≤ SHGC	n/a	n/a

BUILDING SYSTEMS INFORMATION [for HVAC, service hot water or pool heating, lighting systems and replacement fenestration (C501.6)]

System	Type (describe system)	Requirement		Efficiency	
		Location	Unit	Required	Installed
Air-conditioning system	n/a n/a	*Tables C403.2.3 (1-3, 6-12 and 14-17)*	*SEER, SEER2, EER, IEER, CEER, COP, or ISMRE*	n/a	n/a
Dehumidifiers		*Table C403.2.3(13)*	*MRE*		
Heating system	n/a	*Tables C403.2.3 (2-5, 12, 14-16)*	*HSPF, HSPF2, COP, COP_H, ISCOP, AFUE, E_t or E_c*	n/a n/a	n/a n/a
Ventilation/air handling system	Existing AHU Existing AHU	*Tables C403.2.12.1(1-2)* *Table C403.2.12.6* *Table C403.2.12.7*	*Fan power (cfm), cfm/watt, CFEI*	75 75	250 250
Ducts	*Location:*	*Table C403.2.9.1*	*R-value*	4.2	4.2
Piping	*Fluid design operating temp:*	*Table C403.2.10*	*Inches*	n/a	n/a
Hot water		*Table C404.2*	*EF, E_t, COP*	n/a	n/a
Lighting	*Space types: (append list)*	*Table C405.3.2 (1 or 2)* *Tables C405.4.2(2) and (3)*	*Lighting power density*	1.05	0.22
Fenestrations: Enter information in BUILDING ENVELOPE INFORMATION box above.					
Other:					

COMPLIANCE IS BY ANSI/ASHRAE/IESNA 90.1 ☐
(Submit alternate form or append documents as needed)

I hereby certify that the plans and specifications covered by the calculation are in compliance with the Florida Building Code, Energy Conservation. *PREPARED BY:* Lawrence M. Stoff, PE *DATE:* 11-8-24 *I hereby certify that this building is in compliance with the Florida Building Code, Energy Conservation:* *OWNER/AGENT:* _____ *DATE:* _____	*Review of plans and specifications covered by this calculation indicates compliance with the Florida Building Code, Energy Conservation. Before construction is completed, this building will be inspected for compliance in accordance with Section 553.908, F.S.* *BUILDING OFFICIAL:* _____ *DATE:* _____

Addendum 1

ITB 10-25-AIR: New Smyrna Beach Airport – American Aero Services Building Renovation

March 25, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **ITB 10-25-AIR, New Smyrna Beach Airport – American Aero Services Building Renovation**, issued February 27, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachment: Pre-bid Sign-in Sheet

Questions/Answers:

1. **Question:** What is engineer/architect estimate

   Answer: There was no engineering/architectural cost estimate performed for this scope of work.

2. **Question:** Upon reading the prints, it shows either metal ducts or fiberglass ducts depending on what the owner and engineer will allow. Which one should we go with?

   Answer: The basis of design is galvanized sheet metal ductwork with fiber board only approved if received in writing by owner.

3. **Question:** I don't see a detail for what the interior framing for drywall installation. Can it be wood or metal, spacing of framing?

   Answer: The design intent for new framing is 2-1/2” metals studs (20 GA.) at 16” O.C. as listed on sheet A001, under “Wall Types” and “Wall Type Notes”. Contractor to make sure the two (2) outer walls surrounding the electrical room (adjacent to the toilet room) are to receive drywall and be included within the bid.

4. **Question:** Is there any texturing going to be applied to the drywall or just taped and mudded joints?

   Answer: Standard drywall finish Level 2 shall be implemented.

5. **Question:** any painting for interior or exterior panels. will factory finish matching as close as possible be sufficient for exterior wall panels?

   Answer: Interior walls shall be painted flat (owner to provide color) and new exterior wall panels should be installed and shall match the same color paint of the existing building as close as possible (owner shall provide color).

6. **Question:** Being American Aero is a metal building structure, does at least one of the reference contracts performed in the last 5 years have to be a metal building renovation of equal or greater size to this project.

   Answer: This response should be provided by The City of New Smyrna Beach Procurement Department as this is more of a solicitation requirement and not scope of work specific.

7. **Question:** on page A701 several details refer to cover board and underlayment. There is none currently on building, will this need to be installed prior to wall panels and if yes what type of cover board and underlayment?

   Answer: The metal wall panel details shown on Sheet A701 are standard details that are to be used for best practice installations for this specific project. Since this building does not have these existing components, and to keep the bidding consistent, the coverboard and underlayment can be omitted. Vinyl insulation shall still be included and installed per means and methods.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ITB 10-25-AIR, New Smyrna Beach Airport - American Aero Services Bldg. Renovation

Prebid/Site Visit: March 12, 2025

602 Skyline Drive, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Janet Vivian, Purchasing Agent, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2654 jvivan@cityofnsb.com
Arvin Weese, Airport Manager, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2680 aweese@cityofnsb.com
Jacob Cosat, Assistant Airport Manager, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2680 jcosat@cityofnsb.com
Dan Nickols Jr., Avcon, Inc. Senior Project Manager	5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822	407-599-1122 (x243) dnickols@avconinc.com
Pedro Valencia Jr., Avcon, Inc.	5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822	407-599-1122 (x291) pvalencia@avconinc.com
JAMES L. MOORE KMA DESIGN GROUP	2720 WRIGHT AVE. WINTER PARK, FL. 32789	407.810.2606 JMOORE@KMADG.NET
Adam Muise Hedrick Brothers Construction	1002 E. New Haven Ave 2nd Floor Melbourne	321-290-2881 amuise@hedrickbrothers.com
Greg Reynolds Greg Reynolds Const	1910 Alice Dr Ashor 32102 FL	grclc@yahoo.com 386 566 6358
Casey Brimacomb RUSH Facilities	4665 Calle Corto Titusville FL 32780	Cbrimacomb@rushinc.com 321-704-2834
Jason Isla Rush Facilities	4665 Calle Corto Titusville, FL 32780	Jisla@rushinc.com 321-451-1485

Please Print

ITB 10-25-AIR, New Smyrna Beach Airport - American Aero Services Bldg. Renovation

Prebid/Site Visit: March 12, 2025

602 Skyline Drive, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Kevin Mooney Temporary Wall systems	11725 Magnolia Estates Rd Jacksonville, FL 32223	904-466-8467 Kevin.Mooney@tempwallsystems.com
Brian Seltz Temporary Wall Systems	11	904-472-3130 brian.seltz@tempwallsystems.com
Gregg Pifer AG Pifer Construction Co.	3629 Old Deland Rd Daytona Beach, FL 32124	(386) 257-4448 agpiferinc@gmail.com
Zach Pifer AG Pifer Construction Co.	3629 Old Deland Rd. Daytona Beach, FL 32124	(386) 257-4448 agpiferinc@gmail.com
Aspen Stalcup Grass Creek Construction	5615 Nova rd, St. Cloud FL 34771	407-624-1975 britton@grasscreekconstruction.com
Jose A. Rengel FSV Construction Company	8163 NW 60th St Miami, FL, 33166	786 7293080 info@fsvconstruction.com
Daniel Buffum Florida Coast to Coast Const.		

Please Print

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 10-25-AIR

New Smyrna Beach Airport - American Aero Services Building Renovation

RESPONSE DEADLINE: April 1, 2025 at 5:00 pm

Report Generated: Monday, April 21, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Greg Reynolds Const. LC	$207,680.00
S.A. Casey Construction	$235,700.00
APM Construction Corp.	$263,300.00
Florida Coast to Coast Construction	$278,000.00
Boulevard Contractors Corp.	$399,680.00
Grass Creek Construction	$410,000.00
Saboungi Construction, Inc.	$441,300.00
A.G. Pifer Construction Co. Inc.	$493,930.74
JJ Pro Management LLC	$532,875.00
FSV Construction Company	$577,716.00

ITB 10-25-AIR - BASE BID - AMERICAN AERO SERVICES BUILDING RENOVATION (Table 1 of 2)

This total lump sum price shall include the cost of permitting, inspections, testing, approvals, construction, installations, materials, labor, and incidentals. The bidder shall be required to submit a schedule of values after bid acceptance for progress measurements and payments in accordance with the Contract.

ITB 10-25-AIR - Base Bid - American Aero Services Building Renovation					A.G. Pifer Construction Co. Inc.		APM Construction Corp.		Boulevard Contractors Corp.		Florida Coast to Coast Construction		FSV Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	American Aero Services Building Renovation, Fully Completed, Permitted, Inspected, Approved, and Ready for Occupancy in Accordance with the Plans and Specifications.	1	LS	$493,930.74	$493,930.74	$263,300.00	$263,300.00	$399,680.00	$399,680.00	$278,000.00	$278,000.00	$577,716.00	$577,716.00
Total						$493,930.74		$263,300.00		$399,680.00		$278,000.00		$577,716.00

ITB 10-25-AIR - BASE BID - AMERICAN AERO SERVICES BUILDING RENOVATION (Table 2 of 2)

This total lump sum price shall include the cost of permitting, inspections, testing, approvals, construction, installations, materials, labor, and incidentals. The bidder shall be required to submit a schedule of values after bid acceptance for progress measurements and payments in accordance with the Contract.

ITB 10-25-AIR - Base Bid - American Aero Services Building Renovation					Grass Creek Construction		Greg Reynolds Const. LC		JJ Pro Management LLC		Saboungi Construction, Inc.		S.A. Casey Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	American Aero Services Building Renovation, Fully Completed, Permitted, Inspected, Approved, and Ready for Occupancy in Accordance with the Plans and Specifications.	1	LS	$410,000.00	$410,000.00	$207,680.00	$207,680.00	$532,875.00	$532,875.00	$441,300.00	$441,300.00	$235,700.00	$235,700.00
Total						$410,000.00		$207,680.00		$532,875.00		$441,300.00		$235,700.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A.G. Pifer Construction Co. Inc.	APM Construction Corp.	Boulevard Contractors Corp.	FSV Construction Company	Florida Coast to Coast Construction	Grass Creek Construction	Greg Reynolds Const. LC	JJ Pro Management LLC	S.A. Casey Construction
Public Records Act	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Employer Identification Number	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	A.G. Pifer Construction Co. Inc.	APM Construction Corp.	Boulevard Contractors Corp.	FSV Construction Company	Florida Coast to Coast Construction	Grass Creek Construction	Greg Reynolds Const. LC	JJ Pro Management LLC	S.A. Casey Construction
Professional Licenses	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Solicitation Document Review	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Potential Conflict of Interest	No Response	Pass	No Response	No Response	No Response	Pass	Pass	No Response	No Response
Drug-Free Workplace Certification	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
References	Pass	Pass		Pass	Pass	Pass	Pass	Pass	Pass
Required Documentation and City Required Forms	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	A.G. Pifer Construction Co. Inc.	APM Construction Corp.	Boulevard Contractors Corp.	FSV Construction Company	Florida Coast to Coast Construction	Grass Creek Construction	Greg Reynolds Const. LC	JJ Pro Management LLC	S.A. Casey Construction
Compliance with Federal Contract Provision: Civil Rights - General	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Compliance with Federal Contract Provision: Civil Rights - Title VI Assurances	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Compliance with Federal Contract Provision: Occupational Health and Safety Act of 1970	Pass	Pass	Pass	Pass		Pass	Pass	Pass	Pass

Question Title	Saboungi Construction, Inc.
Public Records Act	Pass
Company Name and Address	Pass
Employer Identification Number	Pass
Professional Licenses	Pass
Solicitation Document Review	Pass

Question Title	Saboungi Construction, Inc.
Bid Bond	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass
Potential Conflict of Interest	Pass
Drug-Free Workplace Certification	Pass
References	Pass
Required Documentation and City Required Forms	Pass
Compliance with Federal Contract Provision: Civil Rights - General	Pass
Compliance with Federal Contract Provision: Civil Rights - Title VI Assurances	Pass
Compliance with Federal Contract Provision: Occupational Health and Safety Act of 1970	Pass

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Greg Reynolds Const LC

Authorized Signature: Greg Reynolds Date: 4/24/25

Printed Name: Greg Reynolds

Title: Pres

STATE OF FL

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of March, 2025 by Greg Reynolds, as _____ on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

CHRISTINE S. BOLDRICK
MY COMMISSION EXPIRES
APRIL 24, 2025
#HH 075046
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Signature of Notary Public: Christine S Boldrick

Name of Notary Typed, Printed or Stamped

My Commission Expires: 4/24/2025

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the Pres of Greg Reynolds Const with a local office in Astor FL (City & State) and principal office in Astor FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 10-25-AIR, New Smyrna Beach Airport - American Aero Services Building Renovation.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Greg Reynolds
Typed Name

Pres.
Title

Greg Reynolds
Signed

4/24/25
Dated

Sworn to and subscribed before me this 28 day of March 2025.

Personally known Y OR produced identification ____. Identification type: _____

State of FLORIDA County of VOLUSIA

Christine S Boldrick
Printed, typed, or stamped commissioned name of notary public

My commission expires: 4/24/2025

CHRISTINE S. BOLDRICK
MY COMMISSION EXPIRES
APRIL 24, 2025
#HH 075046
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Greg Reynolds Construction, LC

Office: 386-671-2569

Email: grclc@yahoo.com

Website: http://gregreynoldsconstructionlc.com/

CGC1516402 CCC1327763 CBC1253109

I have no conflict.

Greg Reynolds

Greg Reynolds

Greg Reynolds Construction, LC

Office: 386-671-2569

Email: grclc@yahoo.com

Website: http://gregreynoldsconstructionlc.com/

CGC1516402 CCC1327763 CBC1253109

Staff letter

The only authorized signer and decision maker for Greg Reynolds Construction LC is Greg Reynolds, Owner/MGRM.

Greg Reynolds Owner/MGRM

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ___ day of _____, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and GREG REYNOLDS CONSTRUCTION LC Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **BID 10-25-AIR, Title of Bid AMERICAN AERO SERVICES BUILDING RENOVATIONS.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

BID 10-25-AIR, Title of Bid AMERICAN AERO SERVICES BUILDING RENOVATIONS
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ 207,680.00

Spelled out: two hundred seven thousand six hundred eighty dollars

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of

Contractor's Initials: SK
Construction Contract, Rev. 06/24

the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred and Twenty (120)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid including Construction Specifications, Drawings, and Addendums
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract,

including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No 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, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

Contractor's Initials BK

and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Vendor Name**
Greg Reynolds *Authorized Signature*	Greg Reynolds *Authorized Signature*
Greg Reynolds, MGRM *Print Name and Title*	Greg Reynolds, MGRM *Print Name and Title*
1910 Alice Dr *Address*	1910 Alice Dr *Address*
Astor, FL 32102 *City, State, Zip*	Astor, FL 32102 *City, State, Zip*
4/28/25 *Date*	4/28/25 *Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, Interim City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

Contractor's Initials: GR

AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
(407) 599-1122
www.avconinc.com

April 18, 2025

Mr. Arvin Weese
Airport Manager
New Smyrna Beach Municipal Airport
602 Skyline Drive
New Smyrna Beach, FL 32168

Reference: Recommendation of Award
American Aero Services Building Renovation (10-25-AIR)
New Smyrna Beach Municipal Airport

Dear Mr. Weese:

On April 1, 2025 at 5:00PM, the Airport opened bids for the **American Aero Services Building Renovation** project. Three bids were received as detailed in the attached bid tabulation and summarized as follows:

Bidder	Total Bid	Bidder	Total Bid
Greg Reynolds Const. LC	$207,680.00	Grass Creek Construction	$410,000.00
S.A. Casey Construction	$235,700.00	Saboungi Construction, Inc.	$441,300.00
APM Construction Corp.	$263,300.00	A.G. Pifer Construction Co. Inc.	$493,930.74
Florida Coast to Coast Construction	$278,000.00	JJ Pro Management LLC	$532,875.00
Boulevard Contractors Corp.	$399,680.00	FSV Construction Company	$577,716.00

The apparent low bidder is **Greg Reynolds Construction LC (Reynolds)** whose Lump Sum Bid Total is **$207,680.** Reynolds responded accordingly to the questions on the OpenGov website, submitted the required 10% Bid Security with notarized Power of Attorney, and acknowledged Addendum 1.

The second low bidder is S.A. Casey Construction (Casey) whose Lump Sum Bid Total is $235,700. Casey responded accordingly to the questions on the OpenGov website, submitted the required 10% Bid Security with notarized Power of Attorney, and acknowledged Addendum 1. One item noted while reviewing Casey's bid proposal:

- Organizational Information – Missing Articles of Incorporation/Resolution listing members of staff/letter from corp officer listing members of staff authorized signatures

Notwithstanding the City's Legal Counsel review, **AVCON** recommends Award of the Contract to **Greg Reynolds Construction, LC** for the Lump Sum Total of **Two Hundred Seven Thousand, Six Hundred Eighty Dollars and 00/100 ($207,680),** subject to funding eligibility and the availability of funding.

We stand ready to assist in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.



Daniel J. Nickols, Jr., P.E.
Senior Project Manager, Airports

Attachment: Summary of Lump Sum Bids

NEW SMYRNA BEACH MUNICIPAL AIRPORT
ITB NO. 10-25-AIR
AMERICAN AERO SERVICES BUILDING RENOVATION
SUMMARY OF LUMP SUM BIDS

BASE BID				Greg Reynolds Const. LC		S.A. Casey Construction		APM Construction Corp.		Florida Coast to Coast Construction		Boulevard Contractors Corp.	
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	American Aero Services Building Renovation, Fully Completed, Permitted, Inspected, Approved, and Ready for Occupancy in Accordanc	LS	1	$207,680.00	$207,680.00	$235,700.00	$235,700.00	$263,300.00	$263,300.00	$278,000.00	$278,000.00	$399,680.00	$399,680.00
			SUB-TOTAL BASE BID		**$207,680.00**		**$235,700.00**		**$263,300.00**		**$278,000.00**		**$399,680.00**

BASE BID				Grass Creek Construction		Saboungi Construction, Inc.		A.G. Pifer Construction Co. Inc.		JJ Pro Management LLC		FSV Construction Company	
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	American Aero Services Building Renovation, Fully Completed, Permitted, Inspected, Approved, and Ready for Occupancy in Accordanc	LS	1	$410,000.00	$410,000.00	$441,300.00	$441,300.00	$493,930.74	$493,930.74	$532,875.00	$532,875.00	$577,716.00	$577,716.00
			SUB-TOTAL BASE BID		**$410,000.00**		**$441,300.00**		**$493,930.74**		**$532,875.00**		**$577,716.00**

Bid Tabulation completed by Daniel Nickols, P.E. - Senior Project Manager, Airports

Signed:

Digitally signed by Daniel J. Nickols, Jr., P.E.
Date: 2025.04.18 11:18:35-04'00'

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF THE PURCHASE OF LIGHTS AND INSTALL WITH MUSCO LIGHTING THROUGH A SOURCEWELL CONTRACT FOR THE SPORTS COMPLEX, ROCCO PARK, AND THE SKATE PARK.

May 13, 2025

Background:

The city's Community Redevelopment Agency (CRA) presented a resolution adopting a revised FY 24-25 budget during the CRA meeting on April 22nd. This revised budget included LED lighting plans for the city's Sports Complex, Rocco Park, and Skate Park. City staff has worked with MUSCO to create renderings and pricing for each of these locations to upgrade the lighting systems.

These projects meet the goals and objectives of the CRA by improving public infrastructure and recreational facilities. Additionally, the lighting improvements made at Sports Complex will replace halogen lights which are aging and are difficult to maintain and find replacement parts for when damaged. The improvements will enhance cost efficiency while also creating safer playing fields and spaces.

Staff recommends approval.

Fiscal Analysis:

CRA budget total for LED lighting projects - $2,620,322

- Sports Complex - $2,300,000
- Rocco Park - $80,000
- Skate Park - $240,322

Total from MUSCO for lighting projects - $2,620,000

- Sports Complex - $2,368,500
- Rocco Park - $155,000
- Skate Park - $106,500

Strategic Plan Item:

Yes

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Res CRA 01-25 FY2024-2025 Adopt Revised Budget and Re-Appropriation.pdf
Sourcewell Award of contract and Board Resolutions.pdf
Sports Complex LED Light Plan MUSCO
146359 New Smyrna Sports Complex Sourcewell Quote.pdf

243144 Rocco Park Sourcewell Quote.pdf
Rocco Park LED Light Plan MUSCO
244162 New Smyrna Beach Skate Park Sourcewell Quote.pdf
Skate Park LED Light Plan MUSCO

RESOLUTION NO. CRA 01-25

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH ADOPTING A REVISED BUDGET AND REAPPROPRIATING THE CRA FUND BALANCE TO SPECIFIC AND AMENDED CRA CAPITAL PROJECTS FOR FISCAL YEAR 2024-2025; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency of the City of New Smyrna Beach (CRA) was created pursuant to Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") establishing the conditions and procedures for the establishment of community redevelopment areas and agencies; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach is a dependent special district under Chapter 189, Florida Statues (2006), known as the Uniform Special District Accountability Act (the "Special District Act"); and

WHEREAS, the Special District Act requires all special districts, including dependent special districts, such as the Community Redevelopment Agency of the City of New Smyrna Beach, to adopt a budget for each fiscal year by resolution and any amendments or revisions; and

WHEREAS, Florida Statute 163.387 (7) (d) requires any money remaining in the Community Redevelopment Agency (CRA) trust fund at the end of each fiscal year to be re-appropriated pursuant to the next annual budget adopted by the Community Redevelopment Agency; and

WHEREAS, the Community Redevelopment Agency of the City of New Smyrna Beach has proposed the re-appropriation of the remaining funds in the fiscal year 2023 – 2024 CRA Fund Balance to specific and amended CRA Capital Projects for the fiscal year 2024 – 2025 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH, FLORIDA AS FOLLOWS:

SECTION 1. ***Authority.*** The Community Redevelopment Agency of the City of New Smyrna Beach has the authority to adopt this Resolution pursuant to the Special District Act.

SECTION 2. ***Adoption of Budget***. The governing body of the Community Redevelopment Agency of the City of New Smyrna Beach does hereby approve and adopt a revised Budget for the Community Redevelopment Agency of the City of New Smyrna Beach for Fiscal Year 2024–

2025 and the re-appropriation of the remaining funds to specific and amended CRA Capital Projects for Fiscal Year 2024-2025. A copy of the budget is attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 3. ***Severability.*** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining potion hereto.

SECTION 4. ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded or repealed.

SECTION 5. ***Effective Date.*** This resolution shall take effect immediatley upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/16/2025

EXHIBIT "A"

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

Revised Budget Fiscal Year October 1, 2024 - September 30, 2025
Time: 2015 -2035 Board: City Commission
2002 Acres Registered Agent: Samantha Bergeron, CRA / Economic Development Director
URL: https://www.cityofnsb.com/1286/Community-Redevelopment

Current Year Taxable Value $ 535,253,8583
Less Base Year Tax Value $ 190,264,372
Equals Increment Value $ 344,989,486

GL Line Code	Revenues:		
	Description	**Amount**	**Notes:**
12530000.319101	County TIF (Millage 3.2007) 95% of 95%	$991,467	including adjustment of $847.44 overpayment for 2023)
12530000.319102	City TIF (Millage 4.637) X 95%	$1,511,982	
12530000.361101	Interest Earnings	$100,000	
12530000.361103	Interest on Investments	$11,000	
12530000.389101	Appropriated Fund Equity	$5,998,125	(aka Balance Forward)
	Total Revenues	**$8,612,574**	
	Expenses:		
	Re-Development Assistance & Incentives		
NOTES	**Description**	**Amount**	**Comprehensive Plan Goals, Objectives and Policies**
12555201.583006.XXXX	Large -Scale Commercial Façade / Property Improvement Grant Program	$600,000	Program will assist eligible businesses / commercial property owners located within the CRA District with exterior commercial facade improvements (up to $100,000 per applicant). (Approximately 10 Projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Small Scale Commercial Façade / Property Improvement Grant Program	$200,000	Program will assist eligible businesses / commercial property owners located in the CRA District with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
12555201.583006.XXXX	Adaptive Reuse Opportunity Grant Program	$1,000,000	Program will assist business / commercial property owners located CRA District with Adaptive Reuse Based Commercial Façade / Property Improvements. Awards up to $250,000 per eligible applicant. (Approximately 4 projects) (CRA Plan page 20)
12555201.583006.XXXX	Historic Home Preservation Grant Program	$200,000	Program will assist owner-occupied homeowners with exterior improvements to their single-family historic home in the CRA's Historic Districts. Home must be included on the Historic Registry. Awards up to $50,000 per eligible applicant. (CRA Plan pages 21, 35 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555201.583006.XXXX	Historic Preservation Commercial & Not-for-Profit Grant Program	$100,000	Funds will assist non-profits within CRA District with commercial façade / property improvements. Awards up to $50,000 per eligible applicant. (Approximately 2 projects) (CRA Plan page 19)
	Subtotal Development Assistance & Incentives	$2,100,000	

	Expenses - Other Grants and Aids		
12555202.583006.XXXX	NSB Housing Grant Phase 2	$460,000	Funding will assist Housing Authority with a Florida Housing Finance Corporation 9% low income housing tax credit program application for Phase 2 of Greenlawn Manor (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
12555202.583006.XXXX	Live Oak Housing Demolition or Infrastructure Development Assistance Funding	$150,000	Funds will be used to assist with the demolition or infrastructure costs associated with redeveloping 40 units of lost public housing in the Historic Westside Neighborhood (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
	Subtotal Other Grants and Aids	$610,000	
Capital Project #	**Expenses - Capital Projects**		
12555203.563203.XXXX	NSB Airport infrastructure & Beautification Project	$1,000,000	Funds will be used for infrastructure (high speed internet to tower) (sewer line), new signage, landscaping and additional infrastructure as needed to improve public infrastructure at the Airport (CRA Plan pages 19,78,79, 81, 82)
12555203.563203.XXXX	Pettis Park Improvement Project	$100,000	Funds will be utilized for lighting improvements to Pettis Park (CRA Plan pages 20, 23, 35 and 82 Recreation and Open Space)
12555203.563203.XXXX	Public Infrastructure Improvement Project	$800,000	Funds will be utilized to assist with external government grants to improve public infrastructure within the CRA District and Airport (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
12555203.563203.XXXX	LED Light Conversion Sports Complex	$2,300,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient sports fields. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Community Development Block Grant	$50,000	Funding will assist in the completion of eligible and approved CDBG projects that have an average allocation from HUD (Through Volusia County) of $100,000. If a CDBG project exceeds the County's allocation, CRA funding would assist with covering the additional cost. (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods)
12555203.531099.XXXX	Environmental Remediation of 1292 Turnbull Bay Road	$139,000	Funding will assist in the completion of Brownfield remediation and clean up of this site. (Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions)
12555203.549099.XXXX	Stormwater Management - Dredge Stormwater System between Tenth Street and US1 behind McDonald's	$25,000	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.549099.XXXX	Stormwater Management - Dredge Between Turnbull Bay Bridge and Railroad trussell	$168,252	Funding will enhance the stormwater management of the area and remove sediment thus allowing for better stormwater drainage (Page 19, 25 - 26)
12555203.563203.XXXX	Rocco Park LED Retrofit	$80,000	Funding will provide for a conversion to LED lights for the existing halogen light fixtures, creating safer, and more cost efficient parking lot. (Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	Skate Park Lighting	$240,322	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.563203.XXXX	New Playground @ Sports Complex	$500,000	(Goal 1 Construct / Improve Public facilities and infrastructure; goal 4 Provide and improve recreation facilities) (Page 19, 20)
12555203.531099.XXXX	Smith Street Remediation and Redevelopment for a Parking Lot	$500,000	Funding will assist in the completion of Brownfield remediation and clean up of this site formerly owned and operation by the Utilities Commission. Redevelop this site for a parking lot(Page 37and 46 environmental quality, community services and facilities, Meets qualifying conditions of government owned properties with adverse environmental conditions. page 19, 24)
	Subtotal Capital Projects	$5,902,574	
	Total Expenses	**$8,612,574**	

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SOURCEWELL
STATE OF MINNESOTA

Member Nagel moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

1/17/2023

Resolution No. 2023_01

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
9BEF5D6F88D140B...

Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Critical Care and Emergency Medical Services Equipment and Supplies
Requesting Board permission to Re-Solicit the following categories:
Sports Lighting with Related Supplies and Services

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
Trail King Industries	092922-TKI	*"Trailers with Related Equipment, Acccessories and Services'*
Etnyre International	092922-ETN	*"Trailers with Related Equipment, Acccessories and Services'*
JHB Group, Inc.	092922-JHB	*"Trailers with Related Equipment, Acccessories and Services'*
Pitts Enterprises, Inc.	092922-PTT	*"Trailers with Related Equipment, Acccessories and Services'*
American Cargo Group Trailers, LLC	092922-AGO	*"Trailers with Related Equipment, Acccessories and Services'*
MAC Trailer Enterprises, Inc.	092922-MCT	*"Trailers with Related Equipment, Acccessories and Services'*
Certified Stainless dba West-Mark	092922-CER	*"Trailers with Related Equipment, Acccessories and Services'*
Felling Trailers, Inc.	092922-FTS	*"Trailers with Related Equipment, Acccessories and Services'*
Globe Trailer Manufacturing, Inc.	092922-GLB	*"Trailers with Related Equipment, Acccessories and Services'*
Talbert Manufacturing, Inc.	092922-TBT	*"Trailers with Related Equipment, Acccessories and Services'*
Monroe Towmaster, LLC	092922-MNR	*"Trailers with Related Equipment, Acccessories and Services'*
BlueScope Construction, Inc.	110822-BSC	*"Pre-Engineered Buildings with Related Materials and Services"*
Clearspan Fabric Structures International	110822-CSS	*"Pre-Engineered Buildings with Related Materials and Services"*

CONTRACT EXTENSIONS

Supplier Name	**Contract Number**	**Solicitation Title**
Felling Trailers	121918-FTS	*"Trailers with Related Equipment, Accessories and Services'*
Trail King Industries	121918-TKI	*"Trailers with Related Equipment, Accessories and Services'*
John Deere Construction	032119-JDC	*"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"*
Gradall Industries	040319-GRD	*"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"*
JCB, Inc.	040319-JCB	*"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"*
Kubota Tractor Corporation	040319-KBA	*Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies*
NEW IDIQ CONTRACTS		

IDIQ Contract Extensions

Company Name	**Contract Number**	
Lanzo Construction Co., Florida	FL-R10-CC02-111821-LCC	
Lanzo Construction Co., Florida	FL-R10-PAC02-111821-LCC	
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	
Nichols Contracting, Inc.	FL-R5-E02-111821-NIC	
Ovation Construction Company	FL-R6-GC08-111821-OCC	
Place Services, Inc.	FL-R1-GC03-111821-PLA	
Place Services, Inc.	FL-R3-GC03-111821-PLA	
Place Services, Inc.	FL-R5-GC03-111821-PLA	
Place Services, Inc.	FL-R7-GC06-111821-PLA	
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	
Millers Plumbing & Mechanical, Inc.	FL-R3-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	

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Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	
RAM Construction & Development	FL-R3-GC07-111821-RAM	
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	
Mechanical Services of Central Florida, Inc.	FL-R6-HVAC03-111821-MSF	
Place Services, Inc.	FL-R9-GC06-111821-PLA	
Place Services, Inc.	FL-R10-GC08-111821-PLA	
Mechanical Services of Central Florida, Inc.	FL-R4-HVAC03-111821-MSF	
RAM Construction & Development	FL-R2-GC07-111821-RAM	
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	
Place Services, Inc.	FL-R4-GC03-111821-PLA	
Mechanical Services of Central Florida, Inc.	FL-R3-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	
Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	
Place Services, Inc.	FL-R6-GC06-111821-PLA	
Place Services, Inc.	FL-R8-GC09-111821-PLA	
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	
Solares Electrical Services, Inc.	FL-R10-E03-111821-SES	
Johnson-Laux Construction, LLC	FL-R5-GC07-111821-JLC	
Johnson-Laux Construction, LLC	FL-R10-GC11-111821-JLC	
RAM Construction & Development	FL-R1-GC08-111821-RAM	
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	
Mechanical Services of Central Florida, Inc.	FL-R7-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R2-HVAC03-111821-MSF	
Millers Plumbing & Mechanical, Inc.	FL-R2-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	
Place Services, Inc.	FL-R2-GC03-111821-PLA	
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	
Millers Plumbing & Mechanical, Inc.	FL-R4-HVAC01-111821-MPM	
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	
McKenzie Contracting, LLC	FL-R8-CC03-111821-MCL	
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R2-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R7-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R8-GC03-111821-FHP	
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	
Jewel of the South	FL-R10-GC06-111821-JOS	
JOC Construction	FL-R5-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R3-GC02-111821-FHP	
Advanced Roofing, Inc.	FL-R3-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	
Integrated Fire & Security Solutions, Inc.	FL-R7-E03-111821-IFS	
Integrated Fire & Security Solutions, Inc.	FL-R9-E03-111821-IFS	
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R1-GC02-111821-FHP	

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Hall Mechanical and Air Conditioning LLC	FL-R6-HVAC01-111821-HMA	
Amici Engineering Contractors	FL-R7-CC03-111821-AME	
Amici Engineering Contractors	FL-R10-GC10-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R7-HVAC01-111821-HMA	
Johnson-Laux Construction, LLC	FL-R4-GC07-111821-JLC	
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	
JOC Construction	FL-R3-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	
Amici Engineering Contractors	FL-R7-GC08-111821-AME	
Hall Mechanical and Air Conditioning, LLC	FL-R10-HVAC01-111821-HMA	
Amici Engineering Contractors	FL-R3-CC03-111821-AME	
Amici Engineering Contractors	FL-R4-CC01-111821-AME	
Amici Engineering Contractors	FL-R5-CC03-111821-AME	
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	
Jewel of the South	FL-R5-GC01-111821-JOS	
Jewel of the South	FL-R9-GC02-111821-JOS	
Centennial Contractors Enterprises, Inc.	FL-R9-GC08-111821-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R4-GC02-111821-FHP	
JOC Construction	FL-R4-GC04-111821-LRI	
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	
JOC Construction	FL-R6-GC05-111821-LRI	
JOC Construction	FL-R9-GC07-111821-LRI	
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	
Integrated Fire & Security Solutions Inc	FL-R6-E03-111821-IFS	
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R5-GC02-111821-FHP	
Integrated Fire & Security Solutions, Inc.	FL-R8-E03-111821-IFS	
Jewel of the South	FL-R3-GC01-111821-JOS	
JOC Construction	FL-R1-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	
Amici Engineering Contractors	FL-R8-PAC04-111821-AME	
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	
Jewel of the South	FL-R4-GC01-111821-JOS	
Jewel of the South	FL-R7-GC01-111821-JOS	
Advanced Roofing, Inc.	FL-R8-E01-111821-ADR	
Amici Engineering Contractors	FL-R1-CC03-111821-AME	
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	
JOC Construction	FL-R7-GC05-111821-LRI	
Advanced Roofing, Inc.	FL-R4-HVAC02-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R6-GC07-111821-CCE	
Johnson-Laux Construction, LLC	FL-R2-GC06-111821-JLC	
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	
Amici Engineering Contractors	FL-R9-CC03-111821-AME	
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R8-GC07-111821-CCE	
Centennial Contractors Enterprises, Inc.	FL-R10-GC12-111821-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R10-GC07-111821-FHP	
Integrated Fire & Security Solutions, Inc.	FL-R2-E02-111821-IFS	
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	

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Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R6-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R9-GC03-111821-FHP	
Jewel of the South	FL-R2-GC01-111821-JOS	
Jewel of the South	FL-R6-GC01-111821-JOS	
Jewel of the South	FL-R8-GC02-111821-JOS	
Advanced Roofing, Inc.	FL-R7-HVAC02-111821-ADR	
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Amici Engineering Contractors	FL-R2-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	
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HCR Construction, Inc.	FL-R2-GC08-111821-HCR	
Jewel of the South	FL-R1-GC01-111821-JOS	
JOC Construction	FL-R2-GC04-111821-LRI	
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R3-HVAC02-111821-ADR	
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	
Amici Engineering Contractors	FL-R6-CC03-111821-AME	
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Hall Mechanical and Air Conditioning LLC	FL-R8-HVAC01-111821-HMA	
Hall Mechanical and Air Conditioning LLC	FL-R9-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	
Johnson-Laux Construction, LLC	FL-R1-GC06-111821-JLC	
Amici Engineering Contractors	FL-R2-CC03-111821-AME	
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	
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Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	
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Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	
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David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	

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SOURCEWELL
STATE OF MINNESOTA

Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

7/18/2023

Resolution No. 2023_16

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
Dental Equipment, Supplies, and Related Solutions
Requesting Board permission to Re-Solicit the following categories:
Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	**Contract Number**	**Solicitation Title**
Cooper Lighting	041123-CPL	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Hellas Construciton	041123-HLC	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Musco Sports Lighting	041123-MSL	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Schreder Lighting	041123-SRD	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
Techline Sports Lighting	041123-TCE	*"Sports Lighting Solutions with Related Technology, Equipment and Services"*
FERNO Washington	041823-FNO	*"Critical Care and EMS Equipment"*
McKesson Medial-Surgical Government Solutions	041823-MML	*"Critical Care and EMS Equipment"*
School Health Corporation	041823-SHC	*"Critical Care and EMS Equipment"*
Stryker Canada	041823-STK	*"Critical Care and EMS Equipment"*
Stryker Sales	041823-STY	*"Critical Care and EMS Equipment"*
ZOLL Medical Corporation	041823-ZLL	*"Critical Care and EMS Equipment"*

CONTRACT EXTENSIONS

Supplier Name	**Contract Number**	**Solicitation Title**
Shaw Industries	080819-SII	*"Flooring Materials with Related Supplies and Services"*

NEW IDIQ CONTRACTS

Company Name	**Contract Number**	**Region - Type of Work**
Vazquez Commercial Contracting	KS-R1-GC-061323-VCC	Region 1 - Western Kansas - General Construction
The Wilson Group, Inc.	KS-R1-GC-061323-TWG	Region 1 - Western Kansas - General Construction
BKM Construction, LLC	KS-R1-GC-061323-BKM	Region 1 - Western Kansas - General Construction
CORE Construction	KS-R1-GC-061323-CCT	Region 1 - Western Kansas - General Construction
Julius Kaaz Construction Company	KS-R1-GC-061323-JKC	Region 1 - Western Kansas - General Construction
Haren Companies	KS-R1-GC-061323-HAC	Region 1 - Western Kansas - General Construction
Henderson Building Solutions, LLC	KS-R1-GC-061323-HBS	Region 1 - Western Kansas - General Construction
Vazquez Commercial Contracting	KS-R1-HVAC-061323-VCC	Region 1 - Western Kansas - Mechanical/HVAC
Vazquez Commercial Contracting	KS-R1-E-061323-VCC	Region 1 - Western Kansas - Electrical
BKM Construction, LLC	KS-R1-PAC-061323-BKM	Region 1 - Western Kansas - Pavement/Asphalt/Concrete
Julius Kaaz Construction Company	KS-R1-PAC-061323-JKC	Region 1 - Western Kansas - Pavement/Asphalt/Concrete
Vazquez Commercial Contracting	KS-R2-GC-061323-VCC	Region 2 - Eastern Kansas - General Construction
The Wilson Group, Inc.	KS-R2-GC-061323-TWG	Region 2 - Eastern Kansas - General Construction
MTS Contracting, Inc.	KS-R2-GC-061323-MTS	Region 2 - Eastern Kansas - General Construction
BKM Construction, LLC	KS-R2-GC-061323-BKM	Region 2 - Eastern Kansas - General Construction
CORE Construction	KS-R2-GC-061323-CCT	Region 2 - Eastern Kansas - General Construction
Julius Kaaz Construction Company	KS-R2-GC-061323-JKC	Region 2 - Eastern Kansas - General Construction
Haren Companies	KS-R2-GC-061323-HAC	Region 2 - Eastern Kansas - General Construction
Henderson Building Solutions, LLC	KS-R2-GC-061323-HBS	Region 2 - Eastern Kansas - General Construction
Vazquez Commercial Contracting	KS-R2-HVAC-061323-VCC	Region 2 - Eastern Kansas - Mechanical/HVAC
Vazquez Commercial Contracting	KS-R2-E-061323-VCC	Region 2 - Eastern Kansas - Electrical
BKM Construction, LLC	KS-R2-PAC-061323-BKM	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete
Julius Kaaz Construction Company	KS-R2-PAC-061323-JKC	Region 2 - Eastern Kansas - Pavement/Asphalt/Concrete

IDIQ Contract Extensions

Company Name	**Contract Number**	
None		

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #041123
Entitled

Sports Lighting Solutions with Related Technology, Equipment, and Services

The following advertisement was placed February 21, 2023 in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, February 22, 2023 in Oregon's *Daily Journal of Commerce*, and February 21 and February 28, 2023 in *The Oklahoman*:

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sports Lighting Solutions with Related Technology, Equipment, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 11, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Afcomm, LLC	Musco Sports Lighting, LLC
Ainsworth, Inc.	Power-Flo Technologies
Alani Restoration Construction, LLC	Premier Sports Lighting, LLC
Alco Building Solutions	PWXPress
Alpha Supply, LLC	Qualite Sports Lighting, LLC
Ambor Structures, Inc.	Regina Construction Association
Apadana, LLC	Schreder Lighting, LLC
Atlas American Lighting	Sequel Electrical Supply, LLC
Conrad Lighting Solutions, Inc.	Shinetoo Lighting USA, LLC
Cooper Lighting, LLC	Simply Bright Ideas, Inc.
Daybreak LED, LLC	Skilled Services, LLC
Del Innovation Design, Inc.	Sled Consulting, LLC
DIAMOND POWER CONSULTANT GROUP, INC.	Source Atlantic, Ltd.

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Environmental Energy, LLC	SX Energy Efficiency Solutions, Inc.
Hellas Construction, Inc.	Techline Sports Lighting, LLC
Houle Electric, Ltd.	Think Green Solutions, Inc.
Illumination Technology Group, LLC	Unique Lighting & Control Corp.
LEDVANCE	Victoria Communication Services, Inc.
Luna By The Moon, LLC	Wesco Distribution Canada
Mid Atlantic High Reach	Weston Solutions
Mled Tech, LLC	Zooks Welding, LLC
MONTIMBER DS, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on April 11, 2023 at 4:31:34 pm CT. Proposals were received from the following:

Alpha Supply, LLC
Cooper Lighting, LLC
Daybreak LED, LLC
Hellas Construction, Inc.
LEDVANCE
Musco Sports Lighting, LLC
Schreder Lighting, LLC
Shinetoo Lighting USA, LLC
Techline Sports Lighting, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst
Michael Muñoz, CPPB, Procurement Analyst
Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Cooper Lighting, LLC is offering a broad array of indoor and outdoor sports lighting products for small applications to large stadiums and for new construction and retrofit projects. A standard five or ten year warranty applies to material purchases with the option to add labor warranties and service contract options. They are providing participating entities in the United States and Canada a solid discount off MSRP.

Hellas Construction, Inc. is offering turn-key solutions from retrofits to new sports light projects. They provide sports lighting solutions, installation, warranty service, and training. They have a large sales and service force that can accommodate many projects concurrently in the United States. Hellas Construction, Inc. is providing Sourcewell participating entities a competitive discount off list pricing.

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Musco Sports Lighting is a manufacturer of sports lighting solutions, technology, software, project management, installation services, and maintenance services. These products and services are supported by a 25-year or 10-year warranty. Their product offering is available to Sourcewell participating entities across the USA and Canada through their dedicated sales, operation, maintenance, and customer service team. All products and services proposed are being provided at competitive, discounted rates off MSRP, with competitive financing solutions through Musco Finance.

Schreder Lighting, LLC is offering sports light solutions, lighting photometry design, engineering of poles and brackets, controls and electrical engineering support, project management and installation through electrical contractor partners. Their direct sales team and agent representatives are available to Sourcewell participating entities throughout the United States and Canada. Schreder Lighting, LLC is providing a solid discount off list pricing.

Techline Sports Lighting is a manufacturer of sports lighting solutions and provides new and retrofit lighting design, installation, and support. These products and services are being provided throughout the United States by a direct sales team and agency representatives. Sourcewell's participating entities will have access to a competitive discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #041123 to:

Cooper Lighting, LLC	#041123-CPL
Hellas Construction, Inc.	#041123-HLC
Musco Sports Lighting, LLC	#041123-MSL
Schreder Lighting, LLC	#041123-SRD
Techline Sports Lighting, LLC	#041123-TCE

The preceding recommendations were approved on June 14, 2023.

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Brandon Town
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Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
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Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #041123** for **Sports Lighting Solutions with Related Technology, Equipment, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

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Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 6/23/2023 | 2:44 PM CDT

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

RFP 041123 - Sports Lighting Solutions with Related Technology, Equipment, and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Tuesday February 21, 2023 07:22:41
Submitted On:	Monday April 10, 2023 10:57:03
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	644e37be-1ebc-43b3-9b63-5a4fe7708b28
Submitter's IP Address:	216.248.100.66

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Musco Sports Lighting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE/NCAGE # OA9T7 SAM # WJHFQRT17GC5	*
5	Proposer Physical Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
6	Proposer website address (or addresses):	www.musco.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Taylor Knoot Cooperative Contract Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chris Hailey Market Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1976, Musco Sports Lighting has specialized in the design of and manufacture of sports and transportation/infrastructure lighting solutions around the world. Musco's mission has been to provide sports field and transportation/infrastructure lighting solutions for public and private entities throughout the United States of America and internationally. Built on a foundation of responsibility to the needs of everything being impacted, Musco's solutions have illuminated everything from neighborhood ballfields; to major stadiums and arenas; to airports, rail yards, industrial sites, container terminals, and ports; to iconic landmarks and the Olympic Games. Musco has been the industry leader in developing lighting solutions that provide high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry. Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with organizations such as National Recreation & Park Association, Little League Baseball and Softball, Major League Baseball, the United States Soccer Foundation and The Honey Bear Project (HBCU), to name a few. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco Sports Lighting, LLC has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive nightly testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Along with our Lighting Services and Control-Link Central™ Teams, we have a fully staffed group of internal experts including but not limited to Sales Representatives, Regional Sales Associates, Service Representatives, Part Representatives, Project Coordinators, Schedulers, and Engineers. We will ensure your project flows smoothly and you get the results you expect.	*
11	What are your company's expectations in the event of an award?	Musco has been a Sourcewell awarded vendor for going on 9 years. We look forward to continuing the growth and educating eligible members, current members and our Musco Sales Team Members on the benefits of Sourcewell.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letter from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.	*
13	What is your US market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 80% of the US market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Musco Sports Lighting, LLC is a manufacturer of sports and transportation/infrastructure lighting solutions. Musco has a sales force of over 100 dedicated Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America. These Team Members are employed by Musco.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. We comply with applicable federal, state, local and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information. As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificate for all subcontractors who work with us.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Musco Sports Lighting, LLC has not been the subject of any suspension or disbarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	During Musco's 46 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past. American Marketing Association Iowa Nova Award for Public Relations Best of Category for Field of Dreams with MLB (2022) Eric O'Brien Commercial Award (Mike Berry, MA) from The New England Park Association (2021) NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) Emmy® Award from the Academy of Television Arts & Sciences® for lighting ESPN's telecast for the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the Illuminating Engineering Society for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture of Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 41% of Musco's current national sales are to the government sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 52% of Musco's current national sales are to the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperative and approximate sales for 2020, 2021, and 2022.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fairfax County Park Authority	Paul Shirey	703-324-8738	*
Denver Public Schools	Josh Griesbach	720-423-1913	*
University of Iowa	Laura Hawks	319-467-1626	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Education	Education	Florida - FL	Materials & install	Approx. $500K	Approx. $10.8M	*
Education	Education	Arizona - AZ	Materials	Approx. $750K	Approx. $6.8M	*
Government	Government	Florida - FL	Materials & install	Approx. $1.7M	Approx. $6.7M	*
Government	Government	Texas - TX	Materials & install	Approx. $900K	Approx. $6.3M	*
Education	Education	Texas - TX	Materials & install	Approx. $400K	Approx. $5.9M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Musco has a sales force of over 100 dedicated Sales Team Members throughout the United States & Canada. These Team Members are employed by Musco. Musco has offices and manufacturing facilities in Oskaloosa, Muscatine and Urbandale, Iowa. We have a workforce of approximately 1,300 Team Members located in these facilities and regional sales offices conveniently located around the United States of America. In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.	*
27	Dealer network or other distribution methods.	Musco Sports Lighting, LLC has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
28	Service force.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by our Musco employed Sales Team.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco has over 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Our Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer's control systems are operating properly and field operations are constantly monitored. Musco's Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria during the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting, LLC will be able to fully serve all Sourcewell Members through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located off shores.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting, LLC has several brochures available to market our product to Sourcewell Members. A sampling of what we can supply is listed below, included in our catalog and attached. • World Class Leaders • We Make it Happen • Always Ready to Play brochure • Total Light Control – TLC for LED™ brochure • Retrofit Lighting Solutions brochure • Musco Control Solutions Musco Sports Lighting, LLC markets our products through tradeshows, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our Team, product, services and projects via our web site & social media accounts (Twitter, Facebook, Instagram, YouTube & LinkedIn). In addition, our Sales Team each have Twitter and/or LinkedIn that they post updates to on a regular basis.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco anticipates that Sourcewell would promote Musco's solutions and services via their web site, social media, tradeshows and publications. Our USA & Canada Sales Team will promote Sourcewell by informing qualified customers of this available resource for their use in purchasing Musco's solutions.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our solutions. During the sales process, Musco's Sales Team will provide education on sports lighting, Musco's products and services as well as applicable governing bodies standards. Once installation of the Musco lighting system is completed, Musco's Sales Team and/or Project Manager will complete an overview of the lighting system and complete final light level evaluations. They will then assist in arranging a more in-depth training with our Control-Link Central™ Team. Musco's Control-Link Central™ service center is staffed 24/7/365 with trained operators who provide scheduling and report assistance, along with one-on-one phone/video training.	*
41	Describe any technological advances that your proposed products or services offer.	At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings. Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components. For over a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights. LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows). With the ever-evolving sports and recreation landscape Musco continues to push boundaries in the marketplace. The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood. With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs. Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25-year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems. Product: • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. Manufacturing: • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. Office: • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing lighting solutions that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period. At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Musco shall monitor the performance of the lighting system on/off status, hours of usage, and luminaire outage. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians. To assist with the determination of repairs, Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality. The only requirement Musco has is the customer agrees to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric enclosure, which is located 10-12 feet above grade and is reachable by a ladder. Musco will replenish spare fuses as needed. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, and any associated rental equipment cost & disposal cost for the replaced equipment. Musco has a team of 170+ Team Members to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our warranty. Please check out this YouTube video showcasing our Support Services and Warranty. https://www.youtube.com/watch?v=oxH00ofzSJA. This link is also included on the uploaded “Musco Solutions and Testimonial videos” document that has been uploaded.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, but we do ask for expected usage hours to meet design criteria of the project.	*
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of 170 Team Members dedicated to operating and maintaining customer lighting around the USA. Regional based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems. Musco’s Warranty Department will make arrangements with the specified project contact to identify & rectify the situation in an appropriate time frame. If needed, Musco has the ability to hire a local electrical contractor to perform any immediate warranty needs. Our Control-Link Central™ service center is staffed 24/7/365 with Musco employed trained operators (Team Members) who provide scheduling and report assistance, along with one-on-one phone/video training. Proactive testing is done to assure customer’s control systems are operating properly and field operations are constantly monitored. As we have heard several of our customers say, “Musco often is calling me to schedule a repair before I even know I had a problem.”	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of Musco sports lighting design, Musco will cover warranty service for those items.	*
51	What are your proposed exchange and return programs and policies?	Due to Musco’s lighting solutions being custom designed, engineered to order we do not have an exchange and return program. Any defective on arrival product or repairs are covered by Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*
52	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Musco's payment terms are Net 30. Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America. The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A know set expense can be budgeted annually, freeing you from budget uncertainties and lowering cash flow impact.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Due to Musco's custom designed, engineered to order solutions our documents are tailored to the project and customer needs. Please see attached sample quote and invoice.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Musco Sports Lighting, LLC currently does not accept P-card procurement cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2018, 110 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices for materials offered under this RFP is 5%. The attached price list already takes into account the 5% discount for the materials.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco Sports Lighting, LLC will work with the Sourcewell member regarding pricing and delivery of any open market, sourced and/or non-standard options which would be desired by the Sourcewell member. Musco and the Sourcewell member will agree upon a desired outcome and reflect this in the customer quote for use in issuing a purchase order.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regard to Alaska, Hawaii, Canada, or any offshore delivery.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a Musco Solution, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. • Sales Administrator pulls monthly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Cooperative Contract Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 0.75% administrative fee calculated as a percentage of the customer contract sales price.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Light-Structure System™ lighting with Total Light Control – TLC for LED™ technology is for new outdoor lighting applications. It is engineered as a 5 Easy Pieces™ complete system from foundation to poletop designed to a customer's needs. Lights, structures, and electrical components are engineered to work together. This ensures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like factory aimed luminaires, easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. Musco's Light-Structure System™ is engineered as a complete system including the precast concrete base, galvanized steel pole, electrical components enclosure, wire harness and poletop luminaire assembly. This allows for installation ease and reduced time and expense. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 25™ product assurance and warranty program. SportsCluster® lighting system with Total Light Control – TLC for LED™ or Total Light Control – TLC for LED™ Retrofit System technology is for outdoor and indoor lighting applications. It is a modular photometric unit, factory aimed and tested, to interface with a customer's existing structures, making an easy retrofit lighting solution. Musco's TLC for LED® luminaire is available in several wattage, Kelvin & CRI combinations to meet custom project requirements. Multiple light control visor options are available to allow for precise light control therefore dramatically reducing glare and spill. Our unique heat sink has convective air-cooling design that maintains a low LED junction temperature during high wattage operation. This system includes our Control-Link® control system for remote operation and is covered by Musco's Constant 10™ product assurance and warranty program,	

		contingent upon Musco's inspection and approval of existing structure and electrical wiring. Control-Link® control and monitoring system offers efficient, cost-effective tools that are both cutting-edge and simple to use. Musco will have your back 24/7/365 to ensure your lights are only on when needed, keeping neighbors and taxpayers happy. Because more than anything, it's about peace of mind. The Control-Link® system provides comprehensive scheduling assistance, system monitoring, secure password-protected access, automated equipment controls, and valuable usage data. Show-Light® entertainment services provide a cost-effective way for you to bring professional light shows to your facility. From pre-game introductions to halftime shows, to celebrating big plays and big wins, this special effect lighting will energize players and fans and take your game atmosphere to a new level. Special effects light shows aren't just for the pros anymore. Musco's Show-Light® technology utilizes instant on/off and the advanced control capabilities of LED, is easy to use, and delivers both predesigned and customized light shows. Show-Light® entertainment services can also tap into advanced customization capabilities and more complex light shows that incorporate music along with the special effects lighting. Musco is not responsible for obtaining rights to or any cost associated with music licenses. Mini-Pitch System™ modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System™ solution is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirt of teamwork, empowerment, and physical activity. It comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage. MuscoVision® video system is a complete automated sports broadcasting solution that includes camera equipment, networking, streaming services, broadcast production, and distribution for watching various sporting events on a variety of platforms. It includes automated camera switching and game tracking for an enhanced broadcast experience. Also, it includes active game detection for ease of scheduling utilizing the same toolset used to schedule lighting. The customer must provide their own internet connection, install our MuscoVision® video system equipment, and set a broadcast schedule in Musco's Control-Link® control system. Musco does the rest! Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria of the warranty period up to 25 years (depending on product). Musco products are guaranteed to perform for the as detailed in our warranty documents. Installation services are available on a per-project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including but not limited to foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest. Below is a list of keywords that best describe Musco's product and services. sports lighting, lighting, Musco, Musco Lighting, LED, lamp, football lighting, baseball lighting, field lighting, LED lighting, fixtures, flood lighting, flood light, parking lighting, softball lighting, light poles, light pole, soccer lighting, tennis lighting, aviation lighting, port lighting, temporary lighting, basketball lighting, arena lighting, apron lighting, rail lighting, automated broadcasting, light show, futsal, MUGA, camera, video, AV, entertainment, DMX	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Indoor, outdoor, fixed, or portable sports related lighting solutions;	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering indoor, outdoor, fixed, or portable sports related lighting solutions within our proposal.	*
72	Technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above.	(•) Yes ( ) No	Musco Sports Lighting, LLC is offering technology integration, retrofit solutions, software, design, project management, installation services, and maintenance related to the purchase of equipment and products described in Line 71 above within our proposal.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	Describe your process for evaluating on-field and off-site glare for your sports lighting products, both pre-installation and post-installation.	On-field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off-site – Musco strives to achieve candela equal to or less than 7,500 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.	*
74	Describe the average life span of your sports lighting system.	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.	

75	Discuss your proposed product line in terms of sustainability and recycling.	Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. The reduction of waste and emissions, to an absolute minimum, is our policy. We will minimize the emissions to air, water, and land through programs to reduce pollution prevention at its source and will conserve energy through the use of our energy efficient lighting systems. Musco will work closely with suppliers and licensees who are positioned to deliver outstanding value, and who share our vision of placing high priority on environmental, social and ethical issues when procuring products and services. In the process, we will achieve costs savings, enhanced energy efficiency, improved quality, and a healthy workplace for our team members. To accomplish this program, the following guidelines are established: Recycle • Musco is committed to identifying and implementing pollution prevention opportunities by communicating sustainable practices, and encouraging involvement, to all team members. • Musco utilizes a nationwide recycling program. During the spot maintenance and complete system relamping, all the lamps are recycled through a recycling service where both the mercury and glass are salvaged. Musco developed reusable packaging that is used to move its reflectors from original fabrication through the complete manufacturing process. • Musco aims to reduce, reuse and recycle whenever possible from the production process to the customer. Musco's on-site waste management includes recycling plant scrap, and wooden skids, along with paper and packaging materials. Packaging product utilized with Musco's Light-Structure System™ contains between 30 to 50 percent recycled material, depending on the type of packaging. • Electronic components that are not re-usable due to equipment failure, or are below minimum requirements, are recycled through an E-Waste Facility, including: laptops, desktops, servers, network devices, computer screens, televisions, keyboard, computer mouse, and printers. Conserve • Musco reuses water during the manufacturing process and conserves water when applicable. We utilize geothermal heating and air conditioning, which minimizes electricity consumption. Our operations also have automatic toilets and faucets to maximize water usage. • Musco conserves energy and reduces light pollution through our permanent and temporary LED light sources that are 30 to 80 percent more energy efficient than traditional lighting equipment. • Musco's Control-Link® system provides instant light automation, allowing customers to schedule our light systems that help maximize energy efficiency. • Preventing pollution by eliminating or reducing the use of hazardous substances, and reducing greenhouse gas emissions, is a first priority. • Technologies or methods which utilize non-hazardous materials and source reduction approaches will be given top priority in addressing all environmental issues. • Musco demonstrates corporate citizenship by following all federal, state, and international environmental regulations. • We promote cooperation between industry, government and the public for the shared goal of pollution prevention at the source, as well as continuing sustainable practices throughout all of our operations worldwide. • As part of our commitment towards social responsibility, we will create job opportunities and training for the local workforce. • Our team strives to create responsible sustainability standards that translate into generating a positive and lasting change in every community that we encounter. In addition to the above, Musco's LED fixtures are RoHS compliant. RoHS is a European Union Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Musco Sourcewell 041123 Pricing September 2022.pdf - Wednesday March 15, 2023 15:12:16
- Financial Strength and Stability - Financial Strength and Stability.zip - Wednesday March 15, 2023 15:12:27
- Marketing Plan/Samples - Marketing Plan Samples.zip - Wednesday March 15, 2023 15:12:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday March 15, 2023 15:13:04
- Standard Transaction Document Samples - Document Samples.zip - Wednesday March 15, 2023 15:13:17
- Upload Additional Document - Company and Product Information.zip - Wednesday March 15, 2023 15:13:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - James Hansen, Secretary, Musco Sports Lighting, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Sports_Lighting_RFP_041123 Mon April 3 2023 04:23 PM	☑	1

New Smyrna Beach Pickleball

New Smyrna Beach, FL

Lighting System

Pole/Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1	30'	30'	2	TLC-LED-550	1.08 kW	A
P2	30'	30'	2	TLC-LED-550	1.08 kW	A
		30'	2	TLC-LED-550	1.08 kW	B
P3	30'	30'	2	TLC-LED-550	1.08 kW	B
P4-P5	30'	30'	2	TLC-LED-550	1.08 kW	C
5			**12**		**6.48 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Pickleball 1	2.16 kW	4
B	Pickleball 2	2.16 kW	4
C	Pickleball 3	2.16 kW	4

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	12

Single Luminaire Amperage Draw Chart

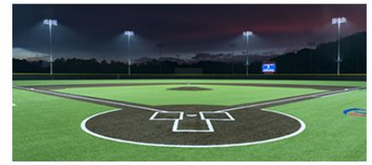
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Glare (cd) - 100' Offset	Max Candela (by Fixture)	0.0000	0.0000	0.0000	-	-	A,B,C	12
Pickleball 1	Horizontal Illuminance	49.50	31.04	62.38	2.01	1.59	A	4
Pickleball 2	Horizontal Illuminance	49.45	31.09	62.43	2.01	1.59	B	4
Pickleball 3	Horizontal Illuminance	49.57	31.64	58.97	1.86	1.57	C	4
Spill (fc) - 100' Offset	Horizontal Illuminance	0.0000	0.0000	0.0000	-	-	A,B,C	12
Spill (fc) - 100' Offset	Max Vertical Illuminance Metric	0.0000	0.0000	0.0000	-	-	A,B,C	12

From Hometown to Professional









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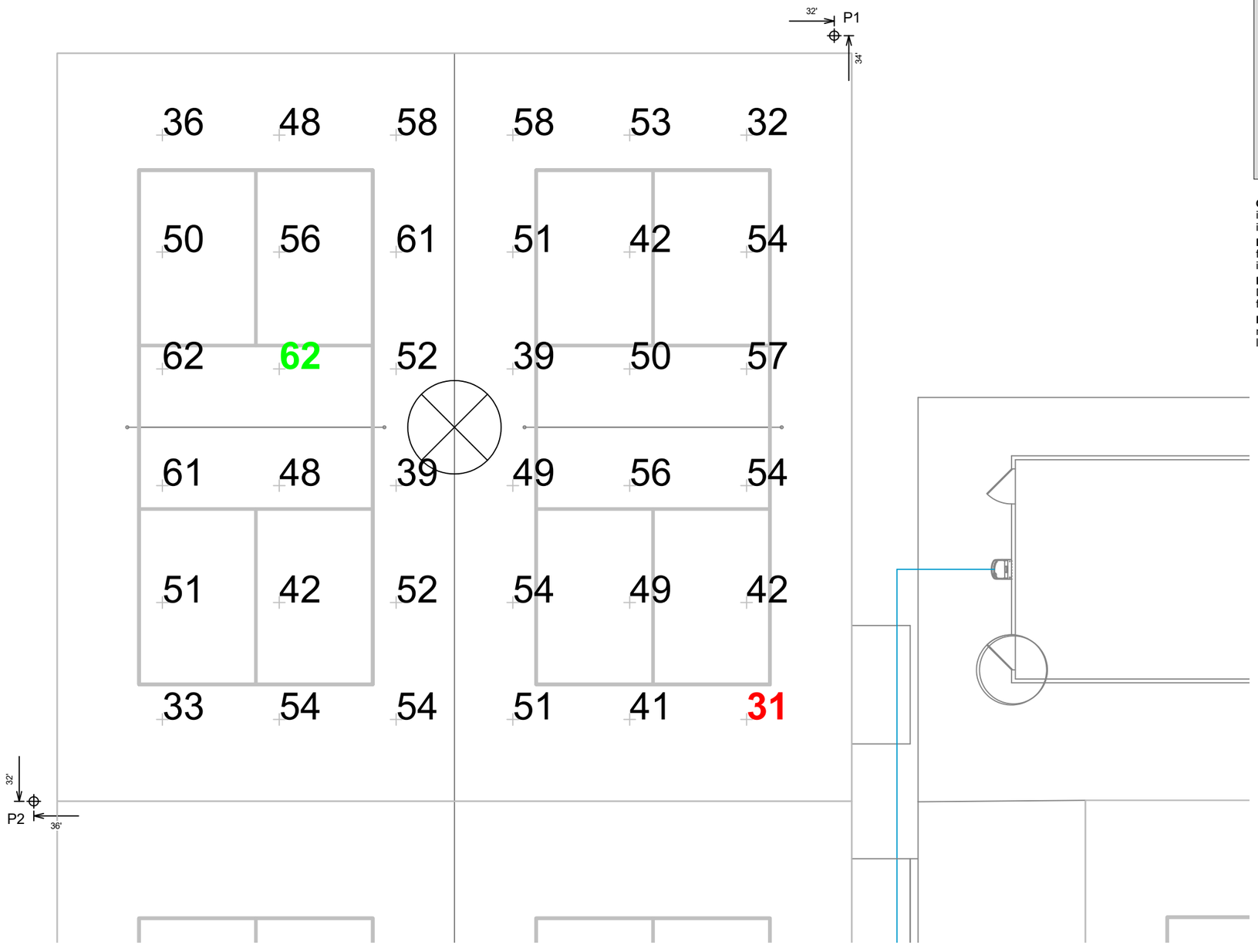
New Smyrna Beach Pickleball

New Smyrna Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	P1	30'	-	30'	TLC-LED-550	2	2	0
1	P2	30'	-	30'	TLC-LED-550	4	2	2
2	Totals					6	4	2

*Above Grade level relative to the field



Grid Summary

Name	**Pickleball 1**
Size	68' x 64'
Spacing	10.0' x 10.0'
Height	3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES
	Entire Grid
Guaranteed Average	**45**
Scan Average	49.50
Maximum	62.38
Minimum	31.04
Avg/Min	1.59
Guaranteed Max/Min	**2.5**
Max/Min	2.01
UG (adjacent pts)	1.70
CU	0.65
No. of Points	36
LUMINAIRE INFORMATION	
Applied Circuits	A
No. of Luminaires	**4**
Total Load	2.16 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 10

0' 10' 20'

ENGINEERED DESIGN By: D.Alexander • File #237284A • 01-Jul-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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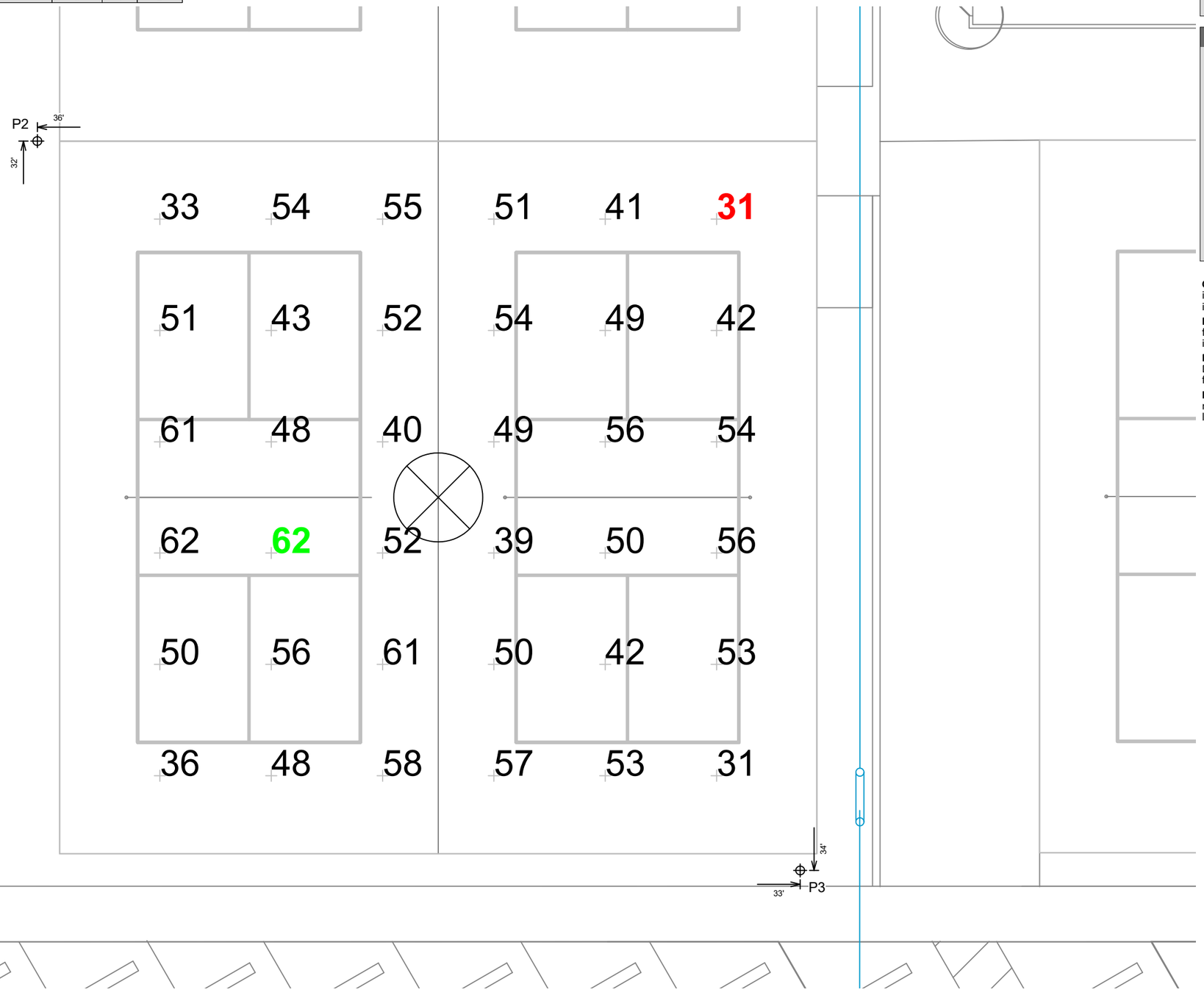
New Smyrna Beach Pickleball

New Smyrna Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	P2	30'	-	30'	TLC-LED-550	4	2	2
1	P3	30'	-	30'	TLC-LED-550	2	2	0
2	Totals					6	4	2

*Above Grade level relative to the field



Grid Summary

Name	**Pickleball 2**
Size	68' x 64'
Spacing	10.0' x 10.0'
Height	3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES
	Entire Grid
Guaranteed Average	**45**
Scan Average	49.45
Maximum	62.43
Minimum	31.09
Avg/Min	1.59
Guaranteed Max/Min	**2.5**
Max/Min	2.01
UG (adjacent pts)	1.70
CU	0.65
No. of Points	36
LUMINAIRE INFORMATION	
Applied Circuits	B
No. of Luminaires	**4**
Total Load	2.16 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 10

0' 10' 20'

ENGINEERED DESIGN By: D.Alexander • File #237284A • 01-Jul-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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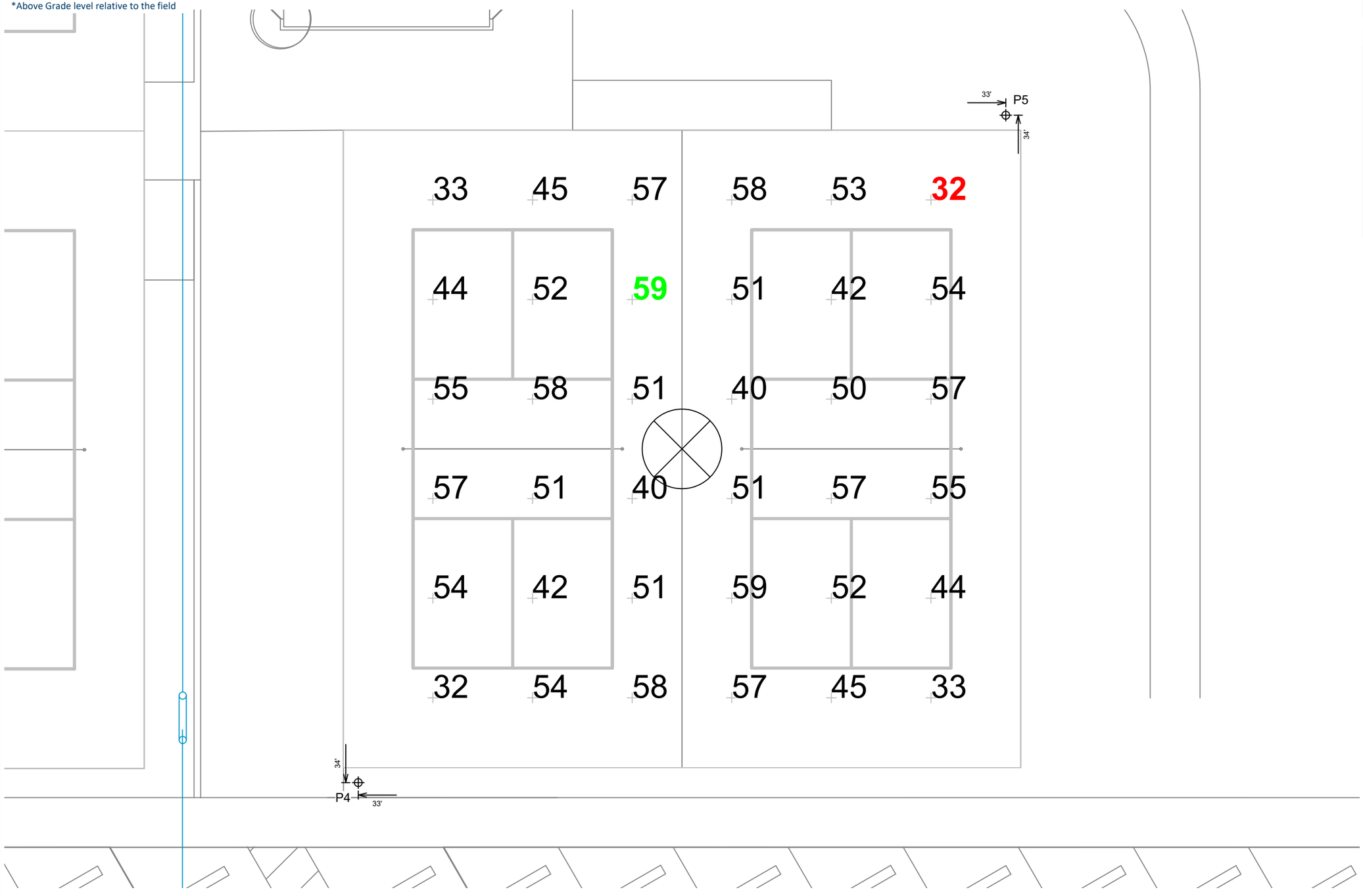
New Smyrna Beach Pickleball

New Smyrna Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	P4-P5	30'	-	30'	TLC-LED-550	2	2	0
2	Totals					4	4	0

*Above Grade level relative to the field



SCALE IN FEET 1 : 10

0' 10' 20'

ENGINEERED DESIGN By: D.Alexander • File #237284A • 01-Jul-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

Grid Summary

Name	**Pickleball 3**
Size	68' x 64'
Spacing	10.0' x 10.0'
Height	3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES
	Entire Grid
Guaranteed Average	**45**
Scan Average	49.57
Maximum	58.97
Minimum	31.64
Avg/Min	1.57
Guaranteed Max/Min	**2.5**
Max/Min	1.86
UG (adjacent pts)	1.69
CU	0.65
No. of Points	36
LUMINAIRE INFORMATION	
Applied Circuits	C
No. of Luminaires	**4**
Total Load	2.16 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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New Smyrna Beach Pickleball

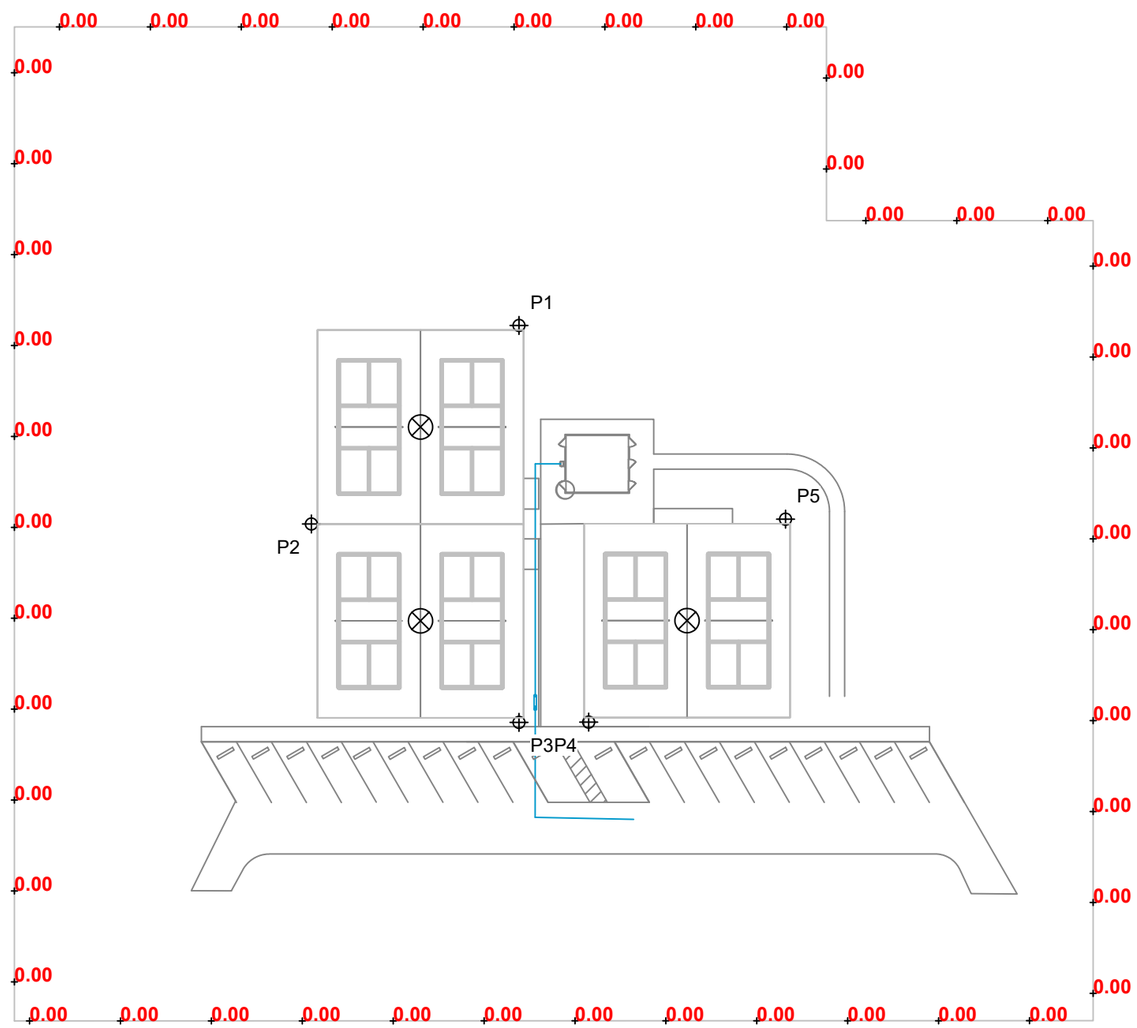
New Smyrna Beach, FL

Grid Summary

Name	**Spill (fc) - 100' Offset**
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary

	MAINTAINED HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average	**0.0000**
Maximum	0.0000
Minimum	0.0000
No. of Points	46
LUMINAIRE INFORMATION	
Applied Circuits	A,B,C
No. of Luminaires	**12**
Total Load	6.48 kW



Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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New Smyrna Beach Pickleball

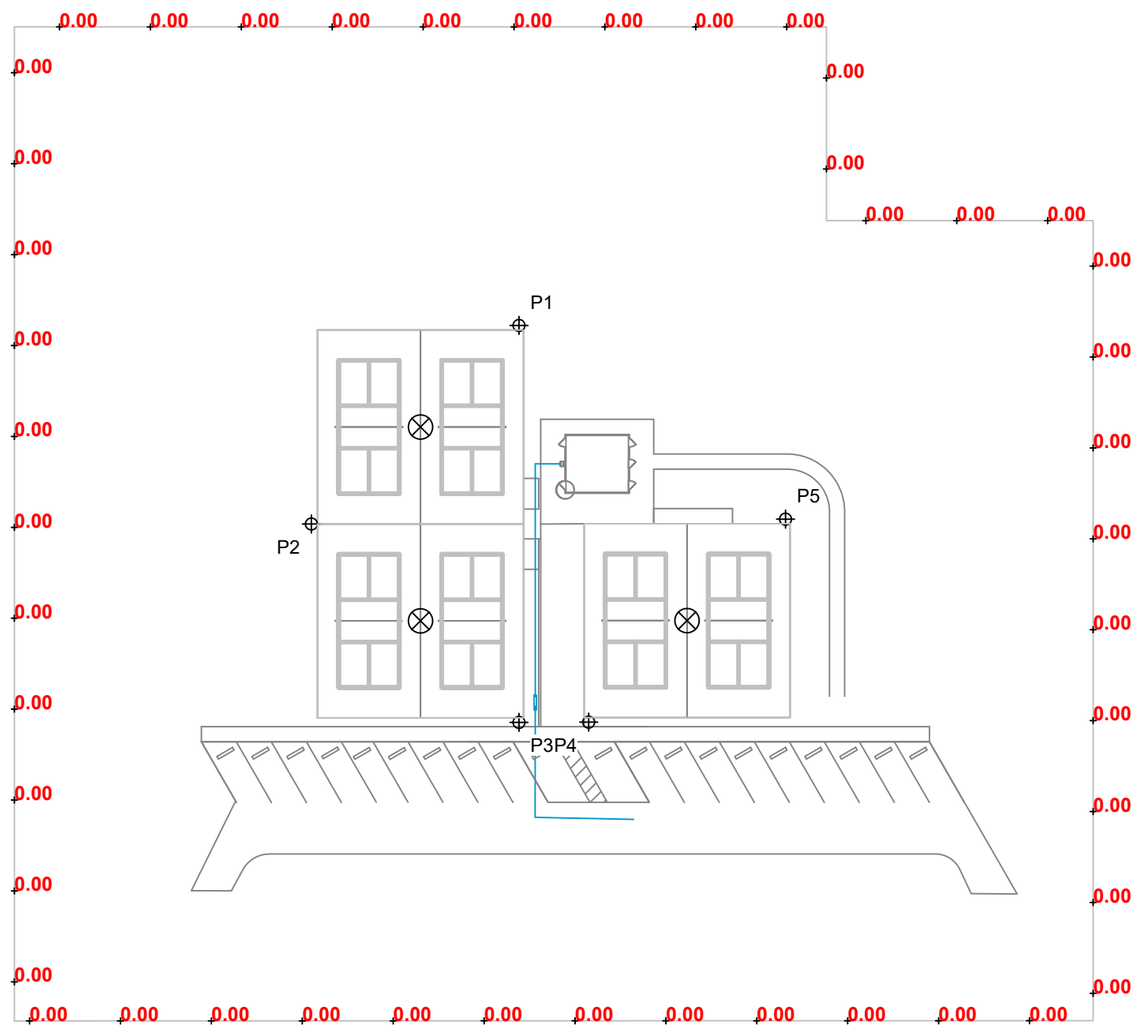
New Smyrna Beach, FL

Grid Summary

Name	**Spill (fc) - 100' Offset**
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary

	MAINTAINED MAX VERTICAL FOOTCANDLES
	Entire Grid
Scan Average	**0.0000**
Maximum	0.0000
Minimum	0.0000
No. of Points	46
LUMINAIRE INFORMATION	
Applied Circuits	A,B,C
No. of Luminaires	**12**
Total Load	6.48 kW



Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

ENGINEERED DESIGN By: D.Alexander • File #237284A • 01-Jul-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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New Smyrna Beach Pickleball

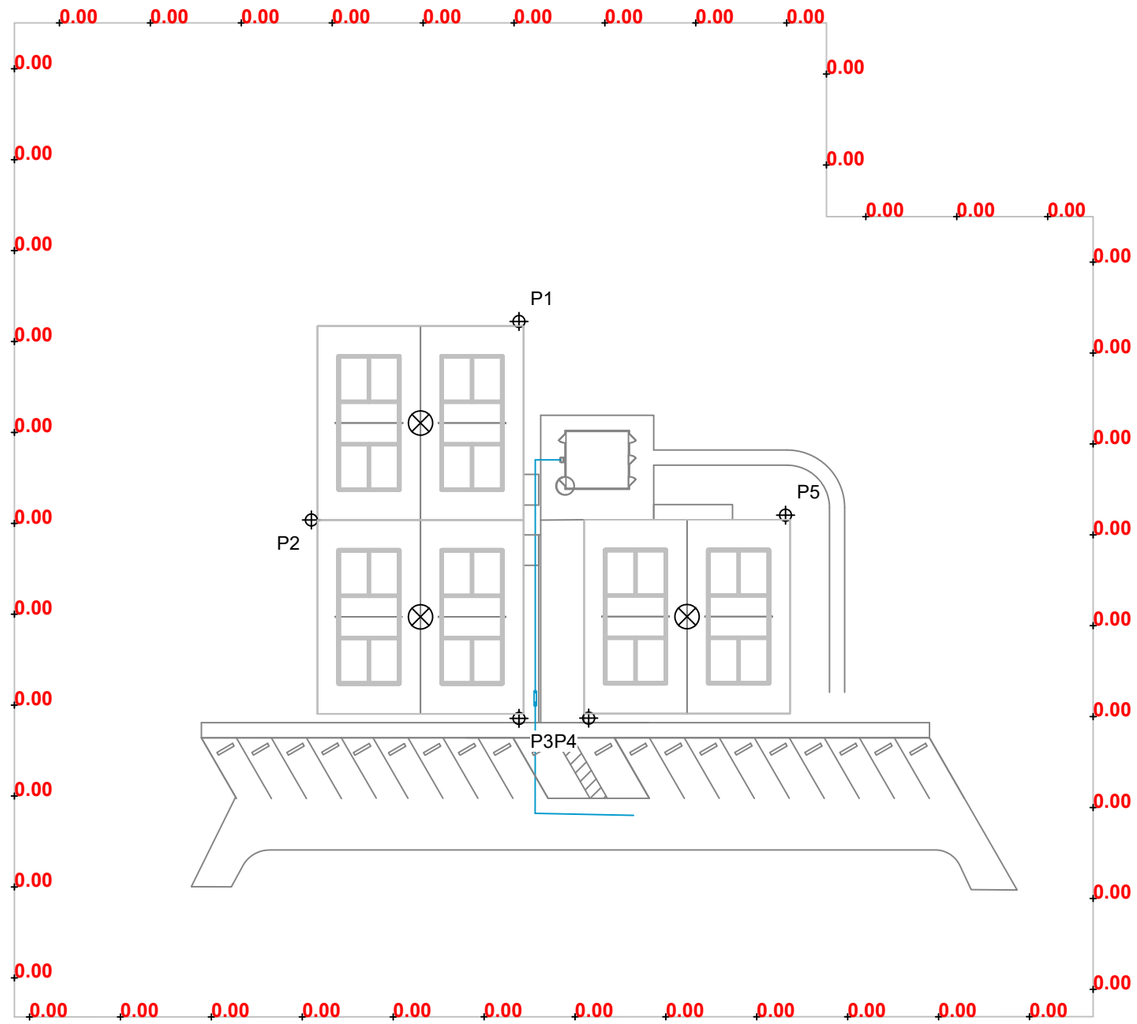
New Smyrna Beach, FL

Grid Summary

Name	**Glare (cd) - 100' Offset**
Spacing	30.0' x 30.0'
Height	5.0' above grade

Illumination Summary

	MAINTAINED CANDELA (PER LIGHTBANK)
	Entire Grid
Scan Average	**0.0000**
Maximum	0.0000
Minimum	0.0000
No. of Points	46
LUMINAIRE INFORMATION	
Applied Circuits	A,B,C
No. of Luminaires	**12**
Total Load	6.48 kW



Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

ENGINEERED DESIGN By: D.Alexander • File #237284A • 01-Jul-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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New Smyrna Beach Pickleball

New Smyrna Beach, FL

Equipment Layout

INCLUDES:
· Pickleball 1
· Pickleball 2
· Pickleball 3

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

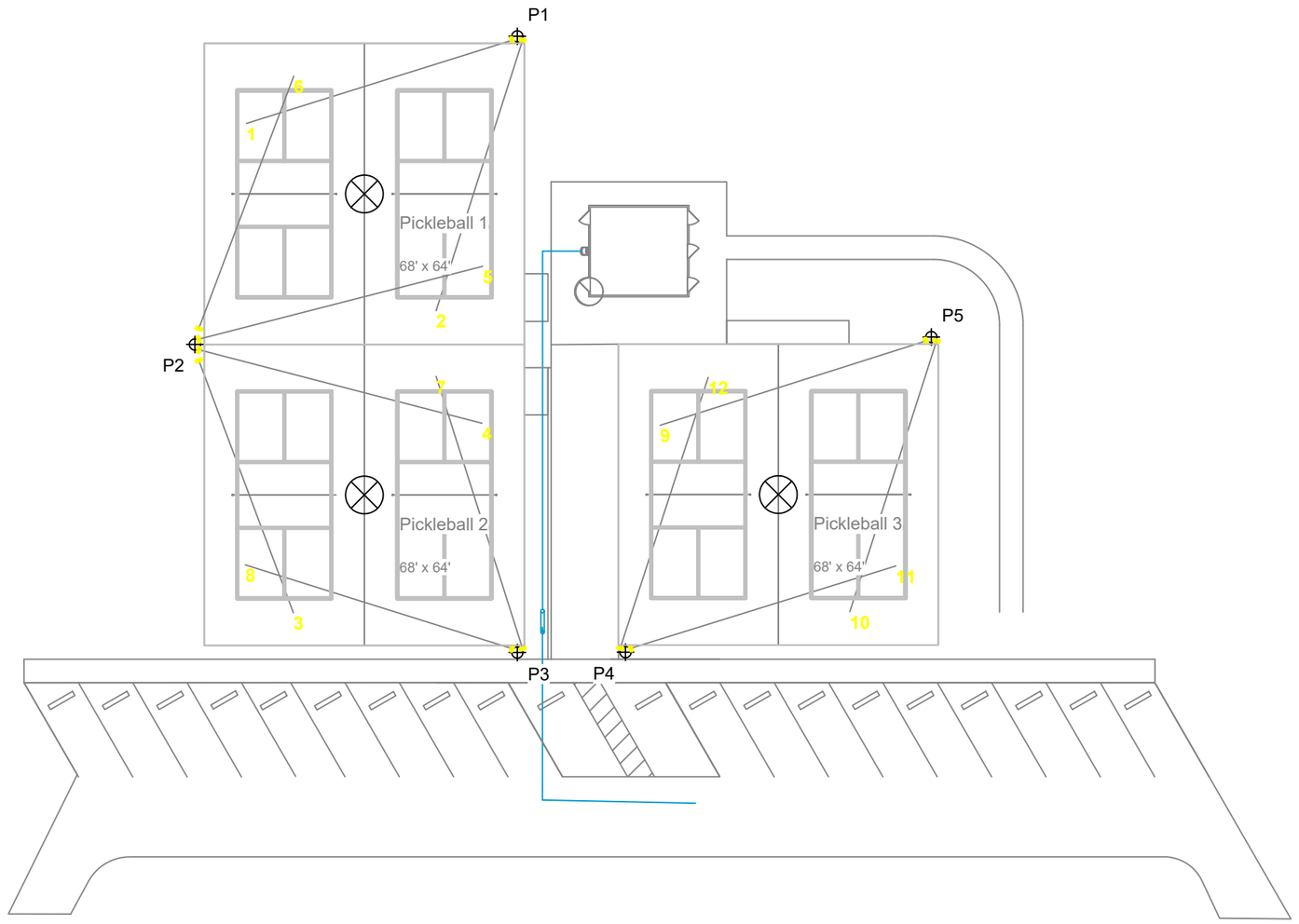
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
4	P1 P3-P5	30'	-	30'	TLC-LED-550	2
1	P2	30'	-	30'	TLC-LED-550	4
5	Totals					12

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4



SCALE IN FEET 1 : 30

0' 30' 60'

ENGINEERED DESIGN By: D.Alexander • File #237284A • 01-Jul-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Quote

Date: 4/29/2025

Project: New Smyrna Beach Sports Complex Relight TLC LED
New Smyrna Beach, FL

To: Mr. Robert Salazar

Musco Project Number: 146359

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation - TLC LED Retrofit

Football, Softball, Baseball, Soccer, Multipurpose Fields $2,358,500

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50fc Football, 30fc Soccer and Multipurpose, 50fc Infield and 30fc Outfield for Baseball and Softball Fields.
- Guaranteed uniformities of 2.0:1 for Football, 3.0:1 Soccer and Multipurpose,2.0:1 Infield and 2.5:1 Outfield for Baseball and Softball Fields.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory aimed and assembled luminaires, including BallTracker® luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for **25 years**
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

Scope of work is outlined below

Responsibilities of Buyer

- Providing access to the facilities
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures

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Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 140 mi/h, Exposure C, Importance Factor I.
- **Sales taxes are not included.**

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 352-665-0578
E-mail: danny.sheldon@musco.com

2016, 2024 Musco Sports Lighting, LLC • M-2168-enUS-16

Quote

Date: 4/11/2025

To: Robert Salazar

Project: Rocco Park
New Smyrna Beach, FL
Musco Project Number: 243144

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

30fc Tennis & Basketball* .....*$ 155,000

Sales tax and bonding are not included.
Quote is confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc and uniformity of 2.5/1.0

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

- Scope of work to be provided at a later date

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production

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Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 140 mi/h, Exposure C, Importance Factor I.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Price assumes existing electrical infrastructure.
- Demo of the existing poles and fixtures is included.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jenna Donlan
Territory Sales Associate
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: (813) 904-2686
E-mail: jenna.donlan@musco.com

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Rocco Park
New Smyrna Beach, FL

Lighting System

Pole/Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1	40'	40'	3	TLC-LED-550	1.62 kW	A
T1-T4	40'	40'	2	TLC-LED-550	1.08 kW	A
5			**11**		**5.94 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Tennis & Basketball	5.94 kW	11

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	11

Single Luminaire Amperage Draw Chart

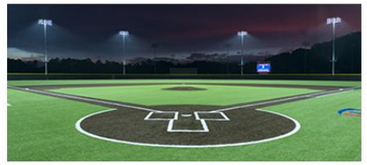
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

Light Level Summary

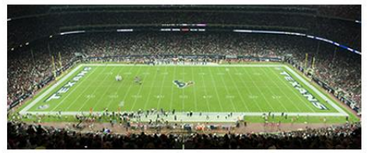
Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Basketball	Horizontal Illuminance	33.95	21.22	45.17	2.13	1.60	A	11
Tennis	Horizontal Illuminance	38.19	30.70	47.31	1.54	1.24	A	11

From Hometown to Professional









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Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	P1	40'	-	40'	TLC-LED-550	3	3	0
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
5	Totals					11	11	0

*Above Grade level relative to the field



Rocco Park

New Smyrna Beach, FL

Grid Summary

Name:	**Tennis**
Size:	1 Court - 12' Spacing
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Guaranteed Average:	**30**
Scan Average:	38.19
Maximum:	47.31
Minimum:	30.70
Avg/Min:	1.24
Guaranteed Max/Min:	**2.5**
Max/Min:	1.54
UG (adjacent pts):	0.00
CU:	0.33
No. of Points:	15
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	**11**
Total Load:	5.94 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 20

0' 20' 40'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #243144A • 17-Mar-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Rocco Park

New Smyrna Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	P1	40'	-	40'	TLC-LED-550	3	3	0
4	T1-T4	40'	-	40'	TLC-LED-550	2	2	0
5	Totals					11	11	0

*Above Grade level relative to the field



Grid Summary

Name:	**Basketball**
Size:	94' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	33.95
Maximum:	45.17
Minimum:	21.22
Avg/Min:	1.60
Guaranteed Max/Min:	**2.5**
Max/Min:	2.13
UG (adjacent pts):	1.57
CU:	0.24
No. of Points:	50
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	**11**
Total Load:	5.94 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 20

0' 20' 40'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #243144A • 17-Mar-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Rocco Park

New Smyrna Beach, FL

Equipment Layout

INCLUDES:
· Basketball
· Tennis

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
1	P1	40'	-	40'	TLC-LED-550	3
4	T1-T4	40'	-	40'	TLC-LED-550	2
5	Totals					11



SCALE IN FEET 1 : 20

0' 20' 40'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #243144A • 17-Mar-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Quote

Date: 4/15/2025

To: Rob Salazar

Project: New Smyrna Beach Skate Park
New Smyrna Beach, FL
Musco Project Number: 244162

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Skatepark – 20fc*.....*$ 106,500

Sales tax and bonding are not included.
Quote is confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 20fc and uniformity of 3.0/1.0.

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

- Scope of work to be provided at a later date.

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

2016, 2025 Musco Sports Lighting, LLC • M-2168-enUS-17

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2023 FBC, 140 mi/h, Exposure C, Importance Factor I.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 352-665-0578
E-mail: danny.sheldon@musco.com

2016, 2025 Musco Sports Lighting, LLC • M-2168-enUS-17

New Smyrna Beach Skate Park

New Smyrna Beach, FL

Lighting System

Pole/Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1	50'	50'	4	TLC-LED-550	2.16 kW	A
P2	50'	50'	3	TLC-LED-550	1.62 kW	A
2			**7**		**3.78 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Skate Park	3.78 kW	7

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	7

Single Luminaire Amperage Draw Chart

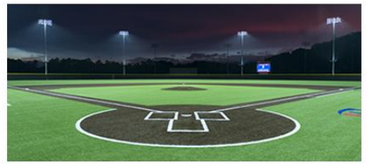
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

Light Level Summary

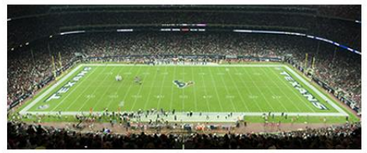
Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Parking Lot	Horizontal	8.76	3.33	14.41	4.32	2.63	A	7
Skate Park	Horizontal Illuminance	22.79	10.69	31.64	2.96	2.13	A	7

From Hometown to Professional









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New Smyrna Beach Skate Park

New Smyrna Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	P1	50'	-	50'	TLC-LED-550	3/1*	4	0
1	P2	50'	-	50'	TLC-LED-550	3	3	0
2	Totals					7	7	0

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration



Grid Summary

Name:	**Skate Park**
Size:	200' x 200'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**20**
Scan Average:	22.79
Maximum:	31.64
Minimum:	10.69
Avg/Min:	2.13
Guaranteed Max/Min:	**3**
Max/Min:	2.96
UG (adjacent pts):	1.64
CU:	0.57
No. of Points:	116
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	**7**
Total Load:	3.78 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 30

0' 30' 60'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #244162A • 09-Apr-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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New Smyrna Beach Skate Park

New Smyrna Beach, FL

Equipment List For Areas Shown

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	P1	50'	-	50'	TLC-LED-550	3/1*	4	0
1	P2	50'	-	50'	TLC-LED-550	3	3	0
2	Totals					7	7	0

*Above Grade level relative to the field
*This structure utilizes a back-to-back mounting configuration



Grid Summary

Name:	**Parking Lot**
Size:	200' x 200'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	**8.76**
Maximum:	14.41
Minimum:	3.33
Avg/Min:	2.63
Max/Min:	**4.32**
UG (adjacent pts):	1.71
CU:	0.07
No. of Points:	36
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	**7**
Total Load:	3.78 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 20

0' 20' 40'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #244162A • 09-Apr-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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New Smyrna Beach Skate Park

New Smyrna Beach, FL

Equipment Layout

INCLUDES:
· Skate Park

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
1	P1	50'	-	50'	TLC-LED-550	3/1*
1	P2	50'	-	50'	TLC-LED-550	3
2	Totals					7

*This structure utilizes a back-to-back mounting configuration

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

SCALE IN FEET 1 : 40

0' 40' 80'

ENGINEERED DESIGN By: Kolten Hinrichsen • File #244162A • 09-Apr-25

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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THE CITY OF NEW SMYRNA BEACH - POLICE DEPARTMENT

CONSIDER THE APPROVAL OF PURCHASING ADDITIONAL LICENSE PLATE READERS, EQUIPMENT AND SOFTWARE UTILIZING THE FLOCK GROUP, INC., CONTRACT.

May 13, 2025

Background:

The Police Department (PD) currently utilizes a mix of NDI and FLOCK License Plate Readers (LPRs) throughout the city of New Smyrna Beach (NSB). The NDI cameras are based on old technology, they are a passive camera system, and they do not integrate with the PD's AXON Body Worn Cameras (BWCs). Technology has evolved and there is an increasing need for integration of the data captured with AXON BWCs and the city's LPRs. For this reason, many agencies including Volusia County Sheriff's Office, Daytona Beach PD, Edgewater PD, Port Orange PD and Deland PD have switched to Flock. Currently there are gaps in the LPR coverage across NSB.

Findings:

NSBPD is seeking to standardize all LPR cameras in the city to the Flock system, replacing the eleven (11) NDI cameras and adding a further fifteen (15) solar Flock LPRs to cover all major entryways and exits to the city, for a total implementation of twenty five (25) new solar powered Flock LPRs.

The Falcon LPR camera is motion activated using artificial intelligence technology not available with the NDI cameras. It allows users to search for vehicles by make and color and receive alerts on any vehicles entered into the hotlist. Flock is the only LPR provider to officially partner with AXON for direct integration into Evidence.com (the PD's storage software for BWC and digital evidence). Flock is the only provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photos.

Staff recommends entering into the amendment with Flock Group Inc., for 25 Falcon LPRs to replace our outdated LPRs and add additional cameras to cover all major NSB thoroughfares. We also recommend replacing our outdated NDI mobile trailer used for event coverage with a Flock mobile trailer security system with billboard that can be utilized as notification for major incidents or road closures. This technology will enhance the PD's ability to investigate criminal activity in the city and communicate with the

public.

Fiscal Analysis:

NSBPD is requesting commission approval of the amended contract addendum and the quote for a mobile LPR with Flock Group Inc. The implementation and cost were planned in the FY25 budget, the year 1 cost would be funded by our current operational expense budget, specifically account 00152101.546342. The initial year 1 cost is $103,050 with an additional $14,500 for the LPR Trailer = $117,550 (the trailer has been quoted separately so that delivery of that will not trigger the renewal date for the contract, rather contract renewal will be initiated with the installation of the first new fixed Flock LPR).

Annual recurring cost for the 25 additional cameras thereafter is $79,000 for the fixed LPRs + $13,000 for the mobile LPR = $92,000/yr (in addition to the $36,000 annual recurring cost for the existing Flock cameras installed in 2024/2025).

Strategic Plan Item:
No

Staff Report Created By: Julia Halloran - Administrative Services Manager

Attachments:

02-27-2024 City Commission Regular Meeting - SOA.pdf
FL - New Smryna PD Signed Flock Safety Agreement Addendum 02292024pdf (2).pdf
FL - New Smyrna Beach PD - LPR QuoteAddendum .pdf
FL - New Smyrna Beach PD - LPR Trailer.pdf

City Commission Regular Meeting
Tuesday, February 27, 2024 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:36 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Valli Perrine, Commissioner Randy Hartman, Commissioner Lisa Martin and Commissioner Jason McGuirk

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Sheila Turner gave the invocation. Mon Delice Bakery owner Serge Sorese led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported no changes to the published agenda.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Presentation from Environmental Science Associates (ESA) for Airport Noise Analysis

Aviation Market Leader Mike Arnold from Environmental Science outlined a presentation.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

Commission consensus approved moving Item 9.D to 9.A.

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission Regular Meeting Minutes from February 13, 2024.
Unanimously adopted

7.B Resolution No. 08-24: Consider the adoption of a resolution, which if adopted, would approve the Lien Amnesty Payment Plan.
Unanimously adopted

7.C Resolution No. 12-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.
Adopted 4-1, by majority vote

7.D Consider the approval of the tenth amendment to the Consulting Engineering Agreement for Avcon, Inc. for engineering services to redesign and rebid the Fuel Farm Improvements.
Unanimously approved

7.E Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Adaptive Reuse Opportunity Grant award of $250,000 to Air Specialists of Volusia County, Inc. D/B/A Davis Bros. for a business expansion and commercial facade/property improvement project located at 708 N. Dixie Freeway, New Smyrna Beach.
Unanimously approved

7.F Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Large-Scale Commercial Facade/Property Improvement Grant Award of $100,000 to Delegal LTD, Inc. for an eligible commercial facade/property improvement project located at 1311 N. Dixie Freeway, New Smyrna Beach.
Unanimously approved

7.G Consider ratification of Article 15 Personal Leave as part of the collective bargaining agreement with IAFF, effective and retroactive to October 1, 2023.
Unanimously approved

7.H Consider the approval of a donation of equipment and supplies for the New Smyrna Beach Skate Park.
Unanimously approved

7.I Consider the approval to lease a field ling machine from Turf Tank LLC. for use at Sports Complex.
Unanimously approved

7.J Consider the approval of a Contract with Flock Group, INC, for the purchase of License Plate Readers and Surveillance Camera Technology.
Unanimously approved

7.K Consider the purchase of six (6) vehicle-mounted police radios and six (6) Stalker DSR 2x Radars.
Unanimously approved

7.L Special Event: Consider the approval of the VFW Post #4250 Bike Week Camping Event 2024, to be held from February 28 to March 19, 2024.
Unanimously approved

7.M Special Event: Consider the approval of the Flagler Tavern St. Patrick's Day Celebration 2024, to be held on March 17, 2024.
Unanimously approved

7.N Special Event: Consider the approval of the continuous NSB Cars and Coffee Event, to be held on the 3rd Saturday of the month starting on March 16, 2024 through March 15, 2025.
Unanimously approved

7.O Special Event: Consider the approval of the Pooch Parade 2024, to be held on Saturday March 16, 2024.
Unanimously approved

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Live Oak Cultural Center Operations Presentation

No action; item was continued to the March 12, 2024 regular City Commission meeting.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Public Hearing to consider the approval of a License Agreement, which if approved, would allow for private funded and private maintained public improvements in a platted parcel owned by the City of New Smyrna Beach, and accepting associated release of restrictions on property and easement for future public use.
Approved 4-1 by majority vote

Motion:
Commissioner Martin moved to accept the grant of an easement for the City's Use that will be mutually agreed upon by the City of New Smyrna Beach and the property owners. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.B Ordinance No. 09-24: Conduct the Second Reading and Public hearing of an Ordinance, which if adopted, would vacate a portion of platted Cooper Street. This section of un-opened right-of-way is located south of East 3rd Avenue, between South Peninsula Avenue and Saxon Boulevard.
Approved 4-1 by majority vote

9.C Ordinance No. 15-24: Conduct the First Reading and Public Hearing of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would revise a Zoning Text Amendment to allow single family residential in the B-4, Ocean Commercial Zoning District.
Unanimously adopted on First Reading. The Second Reading and Public Hearing will be conducted on March 12, 2024.

9.D Ordinance No. 16-24: Conduct a Public Hearing to consider the adoption of an emergency ordinance, which if adopted, would halt the issuance of building permits that impact the malfunctioning storm water system in Venetian Bay.
Unanimously adopted

10. ORDINANCES - FIRST READING

10.A Ordinance No. 10-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 1.199 + acres of land located on May Street.

Assistant City Attorney McCurdy read Ordinance No. 10-24, the first time, by title only. She reported that Second Reading and Public hearing will be conducted during the March 12, 2024 regular City Commission meeting.

10.B Ordinance No. 11-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Low Density Residential for property located on May Street as part of an overall annexation application.

Assistant City Attorney McCurdy read Ordinance No. 11-24, the first time, by title only. She reported that Second Reading and Public hearing will be conducted during the March 12, 2024 regular City Commission meeting.

10.C Ordinance No. 12-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 1.199 acres of property to City R-2, Single Family Residential for property located on May Street as part of an overall annexation application.

Assistant City Attorney McCurdy read Ordinance No. 12-24, the first time, by title only. She reported that Second Reading and Public hearing will be conducted during the March 12, 2024 regular City Commission meeting.

10.D Ordinance No. 13-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would contract parcel number 7326-00-00-0243, property located near Glen Drive from the incorporated City of New Smyrna Beach to the Un-incorporated area of Volusia County.

Assistant City Attorney McCurdy read Ordinance No. 13-24, the first time, by title only. She reported that Second Reading and Public hearing will be conducted during the March 12, 2024 regular City Commission meeting.

10.E Ordinance No. 14-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use from Agriculture to Commercial for property located at 3298 Pioneer Trail.

Assistant City Attorney McCurdy read Ordinance No. 14-24, the first time, by title only. She reported that Second Reading and Public hearing will be conducted during the March 12, 2024 regular City Commission meeting.

11. BOARDS AND COMMISSIONS

No action

12. MAYOR AND COMMISSION REPORTS

No action

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

10:34 PM

DocuSign Envelope ID: 63A69807-5788-4162-980F-B85683B551B5

ADDENDUM TO THE TERMS AND CONDITIONS CONTAINED WITH IN THE FLOCK SAFETY AGREEMENT.

THIS ADDENDUM TO made and entered into this 27th day of February 2024 by and between the CITY OF NEW SMYRNA BEACH, a political subdivision in the State of Florida (hereinafter referred to as "the CITY") and FLOCK GROUP INC., located at 1170 Howell Mill Road NW #210, Atlanta, Georgia 30318 (hereinafter referred to as "VENDOR,") (collectively, the "Parties" and individually, the "Party") for the purpose of setting forth amendments to the general terms and conditions all this contract.

The following sections of the terms and condition located at https://www.flocksafety.com/terms-and-conditions. are hereby amended as follows:

7. Term and Termination

7.1 Term. The orginal term of the Agreement shall be for the period of twenty-four months, the initial term being twelve months followed by an additional term of twelve month for a total term of twenty four months (the "TERM"), the agreement will automatically renew provided funds have been appropriated in the budget.

The following sections are incorporated into the agreement as additional terms:

E-VERIFY

Pursuant to §448.095, Fla. Stat., and in accordance with the Governor of Florida's Executive Order 11-116, Vendor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. Vendor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all

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new employees hired by the subcontractor during the Agreement term. The link to E-Verify is provided below. http://www.uscis.gov/e-verify.

PUBLIC RECORDS

This Agreement is subject to Florida's Public Records Act, Chapter 119 of the Florida Statutes ("Public Records Act"). If any portions of the Agreement regarding confidential information are inconsistent with the terms and conditions of the Public Records Act, the Public Records Act shall control.

The CITY may unilaterally cancel the Agreement for refusal by Vendor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by Vendor in conjunction with the Agreement, unless the records are exempt from section 24(a) of Article I of the Florida Constitution and §119.07(1), Fla. Stat.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF THE PUBLIC RECORDS ACT TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, VENDOR SHALL CONTACT THE CITY'S CUSTODIAN OF RECORDS, CITY CLERK, AT 386-410-2630, CLERK@CITY:

If, under the Agreement, Vendor is providing services and is acting on behalf of the CITY as provided by §119.0701(1)(b), Fla. Stat., Vendor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the 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 the Public Records Act, or as otherwise provided by law.

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(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 Vendor upon termination of the Agreement and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in format that is compatible with the information technology systems of the CITY.

Protection of Trade Secrets or Confidential Information. If Vendor considers any portion of materials made or received in the course of performing the Agreement ("Agreement-related materials") to be trade secret under §812.081, Fla. Stat., or otherwise confidential under Florida or federal law, Vendor must clearly designate that portion of the materials as "confidential" when submitting them to the CITY.

(a) If the CITY receives a public records request for Agreement-related materials designated by Vendor as "confidential/ the CITY shall provide only those portions of the Agreement-related materials that were not designated as "confidential." If the requester asserts a right to examine Agreement-related materials designated as "confidential," the CITY shall notify Vendor. Vendor shall be responsible for responding to and resolving all claims for access to Agreement-related materials it has designated as "confidential.

(b) If the CITY is served with a request for discovery of Agreement-related materials designated as "confidential," the CITY shall promptly notify Vendor about the request. Vendor shall be responsible for filing the appropriate motion or objection in response to the request for discovery. The CITY shall provide those materials designated as "confidential" only if Vendor fails to take appropriate action, within timeframes

established by statue and court rule, to protect the materials designated as "confidential" from disclosure.

(c) Vendor shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney's fees arising from or relating to its designation of Agreement-related materials as "confidential."

Records Retention. Vendor shall retain sufficient documentation to substantiate claims for payment under the Agreement and all other records, electronic files, papers, and documents that were made in relation to this Agreement. Vendor shall retain all documents related to the Agreement for five years after expiration of the Agreement, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State.

INDEMIFICATION AND SOVERIGN IMMUNITY

The CITY does not agree to indemnify VENDOR. Nothing In the Agreement shall be deemed to be a waiver of any defense of sovereign Immunity or any rights or immunities afforded the CITY by §768.28, Fla. Stat., or any other applicable law, including limits on attorney's fees, court costs, and other forms of relief.

IN WITNESS WHEREFORE, the parties have caused this AMENDEMNT to be executed as of this day and date first written, each of which shall for all purposes is deemed an original.

ATTEST

Kelly McQuillen 2/27/24 By: Fred E. Cleveland 2/27/24

(Kelly McQuillen, City Clerk) (Date) (Fred E. Cleveland, Mayor) (Date)

ATTEST:

Flock Group Inc

DocuSigned by:
Todd Troutman
6A615BC602D3459...

Flock Group Inc

(Firm Name)

DocuSigned by:
Mark Smith
AC5C931454C24F3...

DocuSign Envelope ID: 63A69807-5788-4162-980F-B85683B551B5

(Authorized Officer)(Date)

(SEAL, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: Carrie Avallone 2/29/2024
(Carrie Avallone, City Attorney) (Date)

END OF CONTRACT

Flock Safety + FL - New Smyrna Beach PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Todd Troutman
todd.troutman@flocksafety.com
7703102987

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	FL - New Smyrna Beach PD	Initial Term:	12 Months
Legal Entity Name:	FL - New Smyrna Beach PD	Renewal Term:	24 Months
Accounts Payable Email:	rkirkland@cityofnsb.com	Payment Terms:	Net 30
Address:	246 Industrial Park Ave New Smyrna Beach, Florida 32168	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$36,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included
Flock Safety Video Products			
Flock Safety Condor ™ PTZ w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	10	$6,500.00
Condor Professional Services - Standard Implementation Fee	$750.00	2	$1,500.00

Subtotal Year 1:	$44,000.00
Annual Recurring Subtotal:	$36,000.00
Estimated Tax:	$0.00
Contract Total:	$44,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$44,000.00
Annual Recurring after Year 1	$36,000.00
Contract Total	$44,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOS™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - New Smyrna Beach PD**
By: _____	By: _____
Name: _____	Name: Khalid Resheidat
Title: _____	Title: City Manager
Date: _____	Date: February 27, 2024
	PO Number: _____

Flock Safety + FL - New Smyrna Beach PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jessica Khokhlan
jessica.khokhlan@flocksafety.com
+17745017780

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	FL - New Smyrna Beach PD	Initial Term:	24 Months
Legal Entity Name:	FL - New Smyrna Beach PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	246 Industrial Park Ave New Smyrna Beach, Florida 32168	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$79,000.00**
Flock Safety Flock OS			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	23	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	12	$7,800.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	11	$13,750.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	2	$2,500.00

Subtotal Year 1:	$103,050.00
Annual Recurring Subtotal:	$79,000.00
Estimated Tax:	$0.00
Contract Total:	$182,050.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$103,050.00
Annual Recurring after Year 1	$79,000.00
Contract Total	$182,050.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - New Smyrna Beach PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Flock Safety + FL - New Smyrna Beach PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jessica Khokhlan
jessica.khokhlan@flocksafety.com
+17745017780

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	FL - New Smyrna Beach PD	Initial Term:	24 Months
Legal Entity Name:	FL - New Smyrna Beach PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	246 Industrial Park Ave New Smyrna Beach, Florida 32168	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$13,000.00**
Flock Safety Flock OS			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety Bundles			
LPR Trailer Bundle - Subscription	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$14,500.00
Annual Recurring Subtotal:	$13,000.00
Estimated Tax:	$0.00
Contract Total:	$27,500.00

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The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$14,500.00
Annual Recurring after Year 1	$13,000.00
Contract Total	$27,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
LPR Trailer Bundle - Subscription	
LPR Trailer - Radar Speed and Message Sign - Subscription	ATS-5 trailer with 120W solar, 47Ah batteries, and equipped with SpeedAlert 24 radar message sign and one LPR Camera
Trailer Delivery	Delivery of trailer to customer site

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
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Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - New Smyrna Beach PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF A COOPERATIVE SERVICE AGREEMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AIRPORT AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHS) WILDLIFE SERVICES (WS) FOR WILDLIFE MITIGATION AND AUTHORIZE THE AIRPORT DIRECTOR TO EXECUTE THE DOCUMENT ON BEHALF OF THE CITY.

May 13, 2025

Background:

The New Smyrna Beach Airport is seeking to contract with the United States Department of Agriculture for its services to mitigate wildlife issues. Our airport has a Federal Aviation Administration (FAA) Part 139-approved Wildlife Hazard Management Plan (WHMP). The goal of the WHMP is to minimize aircraft-wildlife incidents on and around the airport that could pose a hazard to safe aircraft operation.

Within the plan, it gives a detailed list of birds and mammals that pose a threat to aircraft at our airport, which has over 180,000 operations on average in a year. For the WHMP, the birds were categorized according to low, medium, or high population. Bird species that total 100 individuals or fewer during the WHA were categorized as low, over 100 as medium, and over 200 as high under the population column. Wildlife hazard was ranked based on the Composite Ranking of Hazardous Wildlife Species, which is in Appendix A of FAA AC 150- 5200-38 Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans. Larger birds and animals were ranked higher in the hazard category based on their size, i.e., larger wildlife would cause more damage. Birds observed to fly around EVB in large flocks during the WHA were also ranked as “high” under the hazard category. Coyotes pose a great threat to aircraft as well and were listed as a major hazard.

For proactive mitigation, the following actions have been initiated and will be continued.

1. Airfield fence inspections and maintenance to prevent or deter reptiles and mammals from entering the airfield.
2. Increase wildlife inspections during the rainy season and after heavy rain events when birds tend to congregate in ponds, ditches, and wet areas. Implement harassment tactics based upon time of year (season) and time of day, adjust based on target species and location as needed. Depredate, if necessary, for species listed

in the Depredation Permit.

3. Continue aggressive harassment in areas utilized by wildlife species identified in the WHMP as having a Wildlife Hazard Rating of High or Medium. Depredate, if necessary, except for federally protected species. Follow the airport's Bird Hazing Procedures.
4. Maintain grass height approximately 4 to 6 inches throughout the airport as recommended by the Airport Wildlife Biologist.
5. Inspect buildings, tenant hangars, and airport grounds quarterly to look for signs of nesting, perching structures, dens, and potential sources of food, water, and shelter. Remove wildlife attractants to the greatest extent practicable.
6. Remove identified perching structures and/or dead standing trees.
7. Remove small mammals and reptiles (raptor prey) from the airfield/airport, such as mice, rats, frogs, and snakes, to the greatest extent practicable.
8. Provide pilots with up-to-date information on the presence of wildlife and wildlife control activities at the airport and how to reduce potential wildlife conflicts.
9. Remind tenants and all airport users not to feed wildlife (i.e., dogs, cats, birds, squirrels, etc.) at the airport.

Our goal remains to protect aircraft, pilots, passengers, and local wildlife by keeping them separated. This agreement will allow for the hazardous wildlife to be mitigated by trained federal personnel. They will also supplement the training we have for our staff in bird hazing to reduce threats to the approaching and departing aircraft.

Findings:

Staff recommends the approval of the Cooperative Service Agreement between the City of New Smyrna Beach Airport and the United States Department of Agriculture Animal and Plant Health Inspection Service (APHS) Wildlife Services (WS) for Wildlife Mitigation and authorization for the Airport Director to execute the document on behalf of the City.

Fiscal Analysis:

This would begin in FY26 and the cost of $10,000 has been budgeted in 10454201.531099.

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

New Smyrna Beach Airport-CSA-25-7212-8182-RA.pdf

WS Agreement Number: 25-7212-8182-RA
WBS: AP.RA.RX12.72.0309
[optional] Cooperator PO: _____

COOPERATIVE SERVICE AGREEMENT
between
NEW SMYRNA BEACH AIRPORT (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to provide wildlife technician to perform wildlife damage management activities at New Smyrna Beach Airport as described in the Work Plan (Attachment A).

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.

2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.

3. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

   Arvin Weese, Airport Director
   602 Skyline Dr, New Smyrna Beach, FL 32168
   Phone Number: (386) 410-2680
   Email: airport@cityofnsb.com

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.

3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.

4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

   Parker Hall, State Director
   APHIS-WS Florida
   2820 East University Ave
   Gainesville, Fl 32641
   352-377-5556

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.

3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on May 1st, 2025, and shall continue through April 30th, 2026, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 85-8012621648C-1
APHIS-WS's Tax ID: 41-0696271

NEW SMYRNA BEACH MUNICIPAL AIRPORT:

_____ _____

Arvin Weese, Airport Director Date
602 Skyline Drive
New Smyrna Beach, FL 32168

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

_____ _____

Parker Hall, State Director Date
USDA, APHIS, WS
2820 East University Ave
Gainesville, Fl 32641
352-377-5556

WORK PLAN

In accordance with the Cooperative Service Agreement between New Smyrna Beach Airport and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as 1PM or ·'Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

The purpose of this Cooperative Service Agreement is to provide a wildlife specialist to perform wildlife damage management activities intended to reduce hazards created by animals injurious to aircraft, and human health and safety at New Smyrna Beach Airport.

Plan of Action

WS will provide a qualified wildlife specialist to administer a program of wildlife damage management at New Smyrna Beach Airport. The wildlife specialist will have the appropriate training and professional expertise to carry out an integrated wildlife damage management program to reduce the presence of wildlife on and around the airport.

The primary species WS will assist with is coyotes, raccoons, and opossums. As requested, and funding allows WS will be available to assist with various other wildlife species causing a threat to aircraft safety. The primary tools WS will utilize in controlling these species are firearms, cage traps, foothold traps, snare traps, and pyrotechnics for dispersals of avian species.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		$5,078.60
Travel		-
Vehicles		$1,286.13
Other Services		-
Supplies and Materials		$750.00
Equipment		$750.00
Subtotal (Direct Charges)		$7,864.73
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	$865.12
Indirect Costs	16.15%	$1,270.15
Aviation Flat Rate Collection		-
Agreement Total		$10,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **$10,000.00**		

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

Arvin Weese
New Smyrna Beach Airport
602 Skyline Drive
New Smyrna Beach, FL 32168
Phone Number: (386) 410-2680
Email: airport@cityofnsb.com

APHIS-WS State Office Name, Address, Phone Number, Email

Vielka Dyer, Budget Analyst
USDA APHIS Wildlife Services
2820 East University Ave
Gainesville, FL 32641
352-377-5556

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONDUCT A QUASI-JUDICIAL PUBLIC HEARING TO REVIEW AND CONSIDER THE APPROVAL OF A SPECIAL EXCEPTION TO ALLOW A BOAT AND RV STORAGE FACILITY TO OPERATE IN THE B-3 ZONING DISTRICT, LOCATED AT 666 DORA STREET.

May 13, 2025

Background:

A. Applicant: Jennifer Cornelius, 307 Columbus Avenue, New Smyrna Beach, FL 32169
B. Property Owner: NSB Boat and RV Storage, LLC , 307 Columbus Avenue, New Smyrna Beach, FL 32169
C. Request: Special Exception approval to allow a boat and RV storage facility to operate in the B-3 zoning district
D. Site Information: The parcel is zoned B-3, Highway Service Business District and is located on the west side of Dora Street, with Pecan Street to the west, Wayne Avenue to the north, and Vineyard Lane to the south.
E. Exhibits:
Exhibit A: Location Map
Exhibit B: Aerial Map
Exhibit C: Pictures

Findings:

The applicant has requested this Special Exception hearing be continued to the May 27, 2025 City Commission meeting. Development Services supports this request.

The remainder of this staff report is unchanged.

The Planning and Zoning Board voted 4-1 (two members were absent) to recommend the City Commission approve the Special Exception application at their March 3, 2025 meeting. At this point in time, what is requested to be approved is the boat and RV storage *use*; there will still be a site plan review and approval process that will require a landscape plan and stormwater requirements to be met.

One issue that is not proposed to be met by the applicant is a requirement of the B-3 zoning district regarding fencing around a boat and RV storage facility. The applicant has already installed a fence around the parcel that does *not* meet the minimum requirements. Boat and RV storage facilities are required to have a "fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open." The

fence is "open" for the entirety of its 6' of height, thus there is no buffer between the business and the adjacent residential units. The applicant proposes a landscape buffer in lieu of the fence, as detailed below.

The remainder of the staff report is the same as the Planning and Zoning Board reviewed, with the difference being that recommendation has been altered to only address the fence/buffer issue.

Two phone calls have been received from people on the street opposed to the Special Exception. One received a notification of the meeting, and another was further down the street but heard about the Special Exception request from another person that received a notification. The former's concern was mainly opposed boats potentially being pulled in and out of the lot at all hours, and the other expressed concern about the potential for fires in the boats that close to people's residences.

A. The applicant purchased 666 Dora Street in April, 2024. The property had a house on it with several accessory structures, which all but one shed have been torn down. To the north and south are properties with single-family houses. This area is zoned B-3 Highway Service Business District, which does not include single-family homes as a permitted use, thus all of the remaining single-family homes in the zoning district are now non-conforming uses, which means that they are permitted to remain on the property but could not be rebuilt as a residential use if removed voluntarily.

B. The parcel is 100' X 170', 17,000 square, or 0.39 acres. The intent of the B-3 zoning district is "intended for application along highways carrying large volumes of traffic where establishments may locate to serve large sections of the city and the persons traveling in vehicles." Dora Street is one block west of US 1. To the west is Pecan Street, which is directly across from the railroad tracks.

C. The applicant applied for a permit to put a solid, 6.0’ tall fence around the perimeter of the lot. The City’s Land Development Regulations do not allow solid fences to be built directly along front property line, as it obstructs the “visibility triangle,” essentially a zone that requires site lines to not be blocked by an obstruction such as a shrub or a solid fence. As there are private residences to the north and south, a solid fence would block their view of traffic-either vehicular or pedestrian- going down the street. Instead of erecting a fence that allowed visibility near the front property lines, the applicant put in fencing 6.0’-tall rail fencing around the whole lot, at the property line.

D. Unfortunately, per the Special Exception requirements to allow outdoor storage in the B-3 zoning district, “outdoor display, storage, or sale of vehicles, or other equipment or material, provided that in the interest of safety to children and adjacent property, outdoor storage areas *will be encompassed by a fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open*.” As noted above, the property does not have a fence that is solid for the first 4.0’ of height, with the top two feet open. There is a vertical rail fence along the perimeter of the property, thus this requirement is not currently met. Please see **Exhibit C** for pictures of the parcel.

E. In an effort to comply with the intent of the Special Exception requirement for fencing, the applicant proposes to add landscaping on the inside of the fence. The proposed plant is Clusia, which forms a solid hedge and will grow more than 4.0' tall. In the visibility triangle, the vegetation cannot exceed 3.0' in height, to not obstruct lines of sight. In addition to the current lack of required buffer for the neighbors. A 5.0'-wide buffer is required along the front property lines. Further, the parcel is 17,000 square feet in size. The LDR requires parcels to have at least 1 tree per every 2,500 square feet. There are currently no trees on the parcel. Planting 7 trees is a recommended condition of approval.

F. Another issue that will have to be addressed at site plan will be a stormwater plan, reviewed and approved by the City's engineering department. This too is a recommended condition of approval.

G. The proposed site plan is included as **Exhibit D**. There is a roll gate along Pecan Street, which will facilitate traffic further from the adjacent houses along Dora Street.

H. In addition to the fence requirement in the Special Exception requirements, there are three criteria that must be met for all Special Exceptions. These include:

a. The requested use is listed among the special exceptions in the district for which application is made;

b. The requested use will not impair the character of the surrounding or adjoining districts, nor be detrimental to the public health, morals, or welfare; and

c. Adequate utilities, access roads, drainage, sanitation, and/or other necessary services and facilities are, or will be, available or provided for the proposed use.

I. The proposed use meets items a. and c., the second criteria, regarding impairing the character of the surrounding or adjoining districts, nor be detrimental to the public health, morals, or welfare is debatable. Currently, the parcel is devoid of trees, has no stormwater system, and does not have the necessary fencing so adjacent houses to

buffer the moving of boats and RVs in close proximity to private residences.

Recommendation:

As noted above, the fence that is in place *does not* meet the Special Exception requirements, as the "outdoor display, storage, or sale of vehicles, or other equipment or material, provided that in the interest of safety to children and adjacent property, outdoor storage areas will be encompassed by a fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open. A fence or wall at least six feet high, the bottom four feet being solid and the top two feet being open." There is also a 3' buffer requirement on the sides, but the fence is built to the property lines, therefore the landscape buffer, which is proposed to be inside the fence, in lieu of installing the required fencing, will be inside the fence, instead of outside of a fence that is solid for the first 4' of height.

Staff can recommend approval of the project provided one of two modifications to the site plan are met prior to the business beginning to operate. These include either developing a landscape plan that includes a vegetative buffer (with irrigation) at least 4' in height when planted (with irrigation), or add a 4' tall fence outside the visibility triangles along Dora and Pecan Street, in conformance with the B-3 requirement for boat and RV storage facilities.

Fiscal Analysis:
N/A

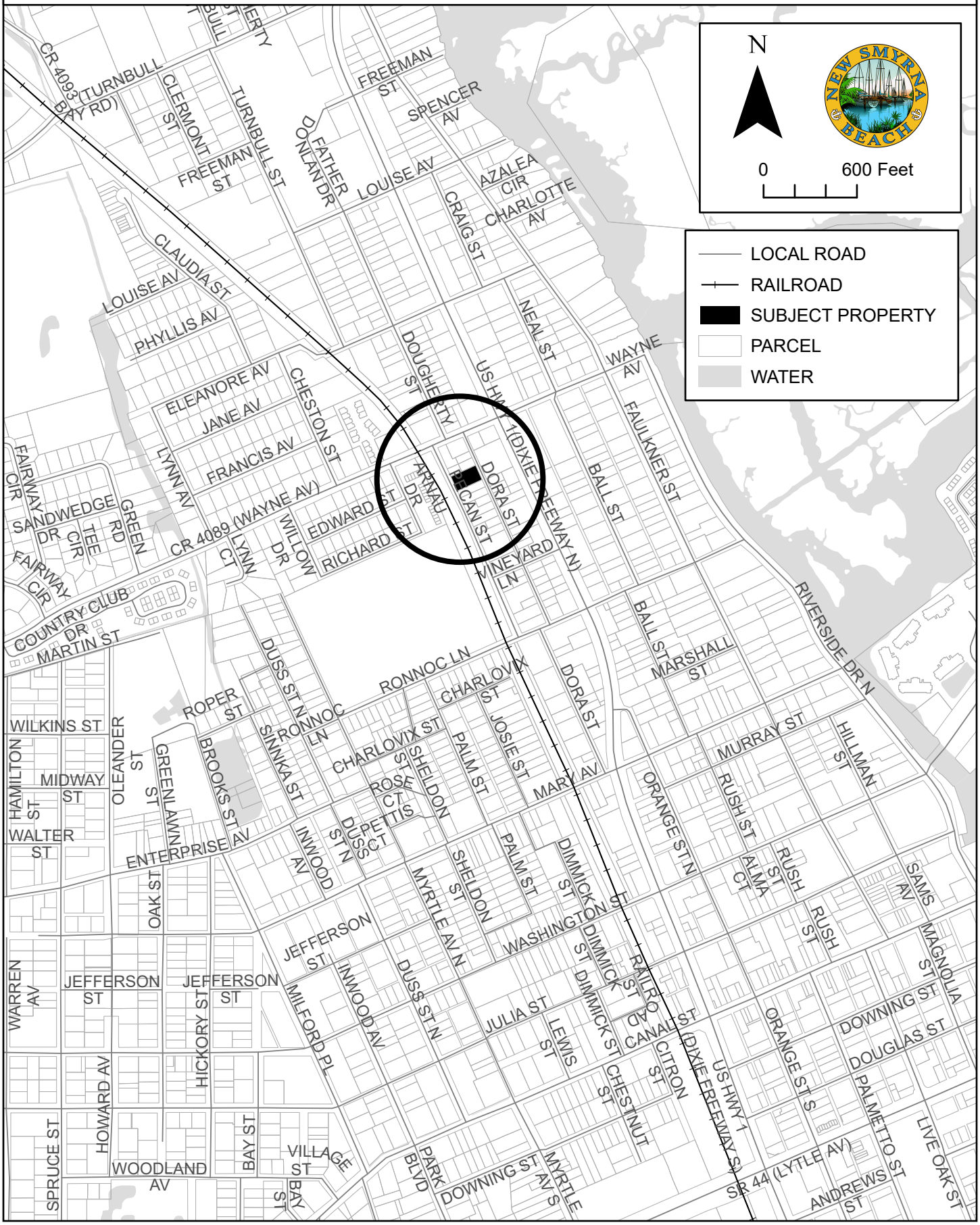
Strategic Plan Item:
No

Staff Report Created By: Jake Baker - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Pictures .pdf
Exhibit D 666 Dora St. Site Plan.pdf

SE-5-2024: 666 DORA STREET
PARCEL: 7441-03-00-0910 LOCATION MAP



SE-5-2024: 666 DORA STREET
PARCEL: 7441-03-00-0910 AERIAL MAP



Exhibit C



Looking east along south property line



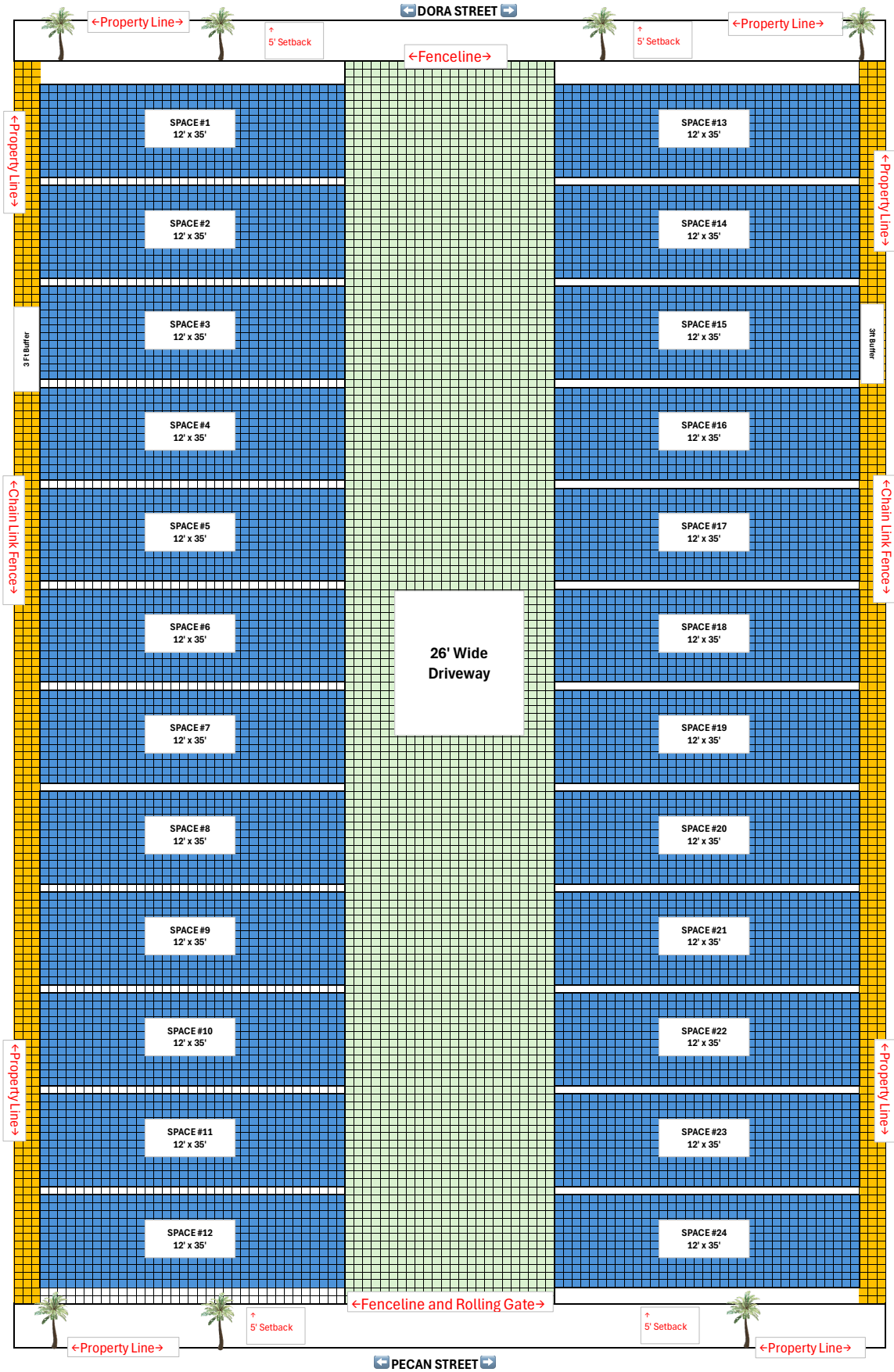


Aerial looking west (12/25/24)

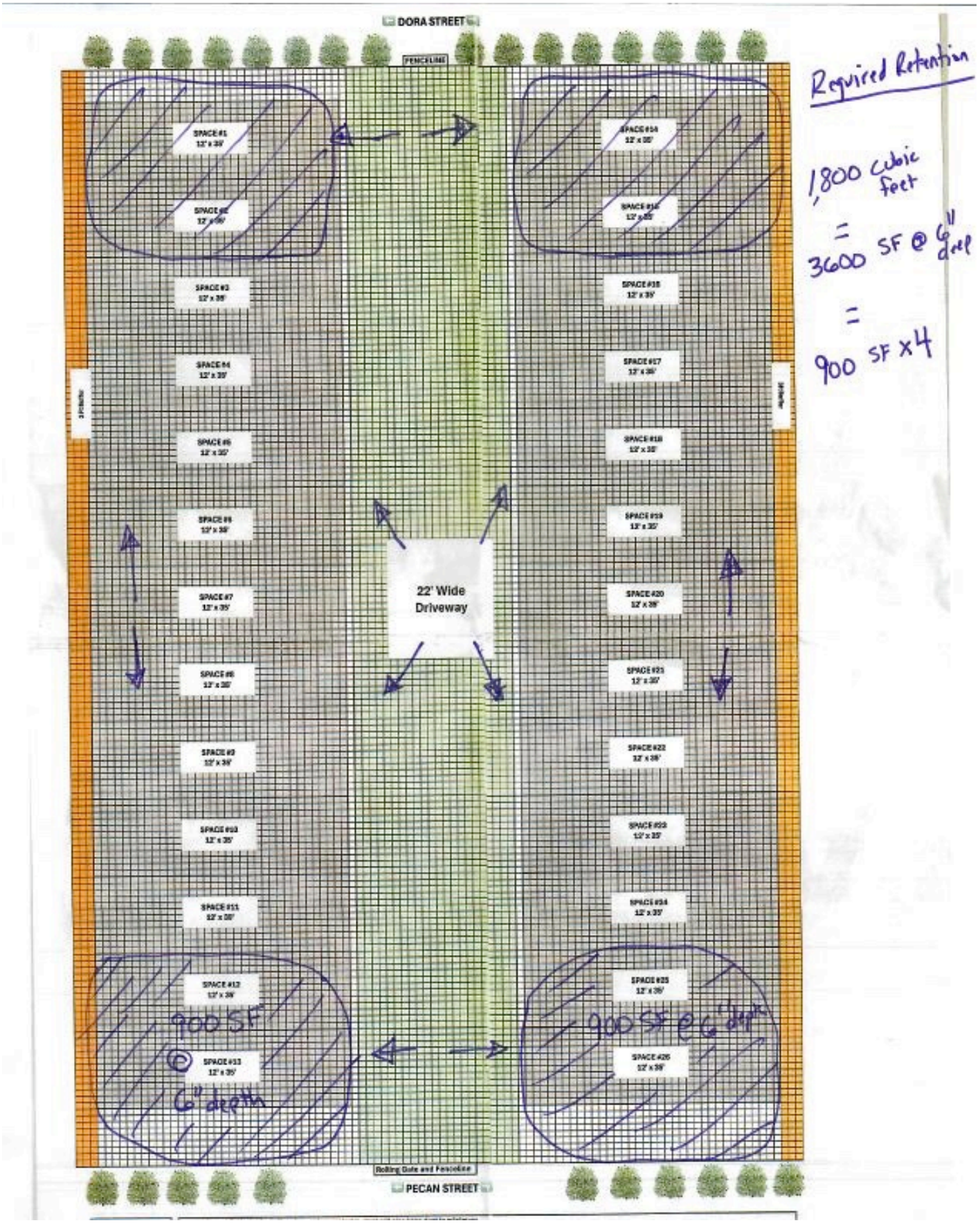


From south side of Dora

666 Dora St - Site Plan



666 Dora St - Stormwater Drainage Plan



Planned Site Use:

We plan to store small boats and trailers only.

Fencing Requirements:

The fencing that was installed on all 4 sides of the lot has been permitted and approved by the City of NSB. Since we have now been told that the fence should be solid the first 4' up we are proposing to add a privacy covering to the existing fence. The weatherproof covering as pictured below is durable and designed to withstand UV rays, intense winds, freezing temperatures, rain and humidity. The top 2 ft of fence on all sides will remain open as required.





THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 21-25: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH IF ADOPTED, WOULD AMEND LAND DEVELOPMENT REGULATION, SECTION 504.02, TO REMOVE THE *HOMESTEAD* REQUIREMENT FOR WEDDING VENUES AND ADD *FIRE SAFETY* REQUIREMENTS PURSUANT TO AGRITOURISM IN THE A-2, AGRICULTURE ZONING DISTRICT.

May 13, 2025

Background:

Applicant: Colleen Miles, Land Development Resource Group LLC, 140 South Beach Street, Suite 400, Daytona Beach Florida 32114 for Bierworth Ranch, LLC, 1711 Martins Dairy Road, New Smyrna Beach, Florida 32168.

Request: To remove the homestead requirement for a conditional use for a wedding venue in the A-2, Agriculture zoning district and add fire safety requirements pursuant to agritourism.

Exhibits used in this report:

Exhibit A: A-2 Zoning Map

Exhibit B: Proposed Regulation

Exhibit C: Fire Marshal Letter

Findings:

This application is being brought by the owner of Bierworth Ranch, a wedding and event venue at 1711 Martin Dairy Road.

In 2017, the Conditional Use for a Wedding Venue in the A-2 zoning district, and homesteading condition, were proposed through a zoning text amendment by the original property owner who started the Bending Branch Ranch wedding venue and lived onsite. To be homesteaded, a property owner must own and occupy the house as their permanent residence. In this instance, the applicant purchased the business but resides in Port Orange.

The LDR defines a conditional use as “a use permitted in a particular zoning district when it is shown that such use in a specified location will comply with all the conditions and standards for the location or operation of the use as specified in the zoning ordinance and authorized by the approving authority.

Wedding venues are permitted as conditional uses in the A-2, meaning if specific conditions are met, the use is thus permissible.

The current conditions include:

(1) Applicants shall be limited to homestead resident(s) living on the premises.

(2) The property shall be at least 5 acres in size.

(3) Overnight stays or camping activities shall be prohibited.

(4) The hours of operation will be limited to the following periods:

(a) Thursday from 12:00 p.m. to 10:00 p.m.

(b) Friday and Saturday from 4:00 p.m. to Midnight.

(c) Sunday from 2:00 p.m. to 8:00 p.m.

(5) All artificial lights shall be directed away from adjoining properties.

(6) Applicant shall submit a parking plan showing the location of all off-street parking spaces, including information regarding the materials used for the parking spaces and whether any additional landscaping will be installed. The parking plan shall be reviewed and approved by planning and engineering staff.

(7) Venues that provide 25 or fewer parking spaces shall require Major Class I site plan approval. If the number of proposed parking spaces exceeds 25, Class II site plan approval shall be required.

The applicant has proposed to remove the condition that a property must be homesteaded, and residents must live on the premises. The applicant, after meeting with the City Fire Marshall, would also add language for fire safety requirements pursuant to agritourism.

If the text amendment is approved, homesteading will no longer be required, additional fire safety requirements would be added, and all the other conditions will still apply.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to the City Commission, to **approve** the proposed changes to the Land Development Regulation, removing the homesteading condition and add fire safety condition to operate a wedding venue as a conditional use in the A-2 zoning district.

The Planning Department recommends the City Commission, to **approve** the proposed changes to the Land Development Regulation, removing the homesteading condition and add fire safety condition to operate a wedding venue as a conditional use in the A-2 zoning district.

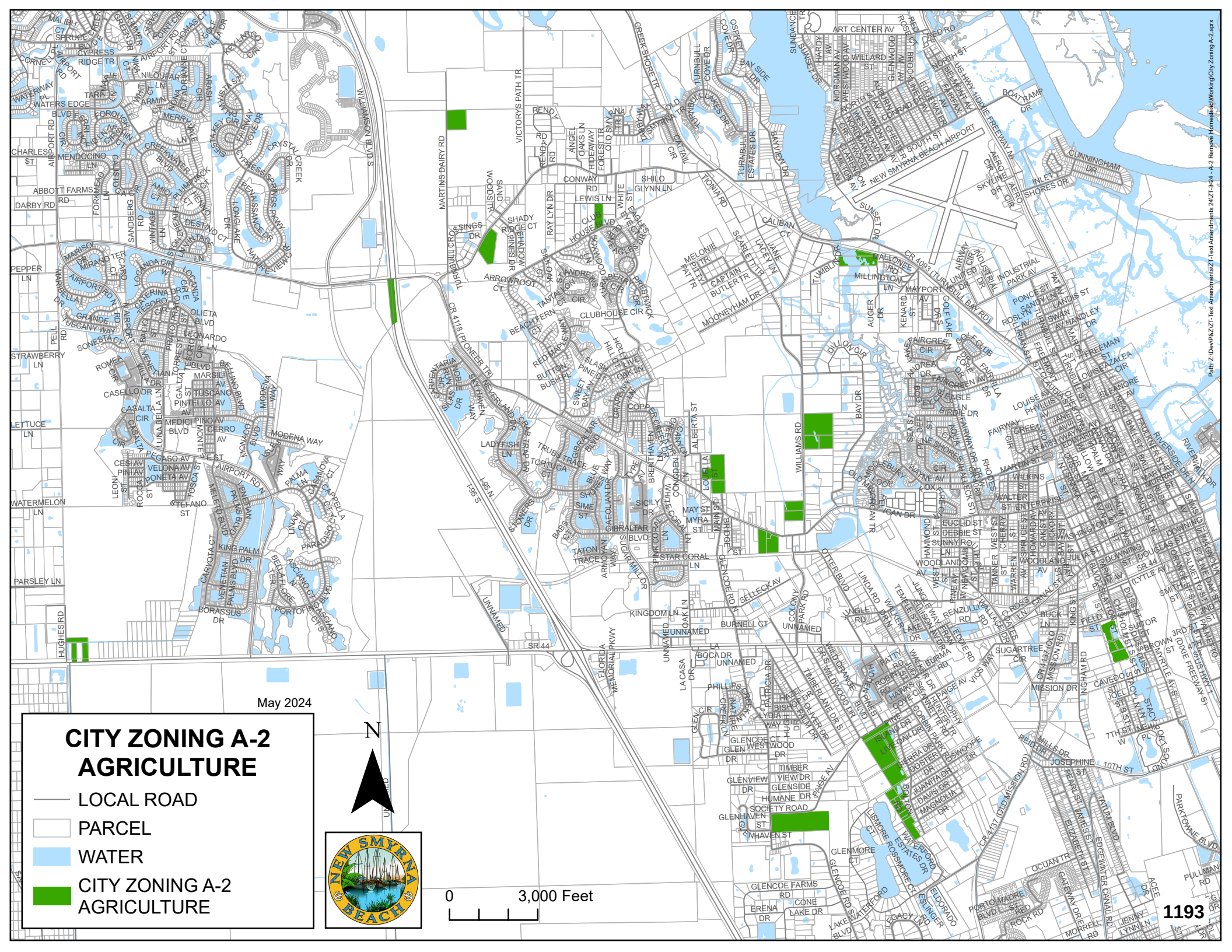
Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Stephanie Doster

Attachments:

Exhibit A A-2 Zoning Map.pdf
Exhibit B Proposed Amendment.pdf
Exhibit C Fire Marshal Letter.pdf
Business Impact Estimate - Ord 21-25 LDR Amendment A2 Wedding Venues.pdf
Ord 21-25 LDR Amendment A-2 Wedding Venues.pdf


May 2024
CITY ZONING A-2
AGRICULTURE
LOCAL ROAD
PARCEL
WATER
CITY ZONING A-2
AGRICULTURE
N
0
3,000 Feet
1193

504.00. District regulations and requirements.

…

504.02. Specific regulations by district. The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

…

A-2, AGRICULTURE DISTRICT

Intent. The purpose and intent of the A-2, Agriculture District, is to preserve and protect rural areas of the city that have some agricultural value, but which are also suitable for rural single-family living.

Permitted principal uses and structures. In the A-2, Agriculture District, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries

Essential utility service

Fire stations

Fish, hunting, or nonprofit organization camps

Hobby breeder

Home occupation

Open agricultural uses such as field crops, tree crops, fern crops, grazing land, grass land, and pastures

Parks and recreation areas

Pisciculture

Public uses not listed as a permitted principal use

Public utility uses and structures

Single family standard or manufactured dwelling

Riding stables (minimum parcel size requirement of five acres)

Wormraising

Permitted accessory uses.

Fruit and vegetable stands

Garages

Gazebos

Incidental uses

Nonresidential agricultural buildings and recreation facilities related to the permitted use

Storage sheds

Conditional uses:

Wedding venues subject to the following conditions:

~~(1) Applicants shall be limited to homestead resident(s) living on the premises.~~

(~~2~~1) The property shall be at least five (5) acres in size.

(~~3~~2) Overnight stays or camping activities shall be prohibited.

(~~4~~3) The hours of operation will be limited to the following periods:

(a) Thursday from 12:00 p.m. to 10:00 p.m.

(b) Friday and Saturday from 4:00 p.m. to Midnight.

(c) Sunday from 2:00 p.m. to 8:00 p.m.

(~~5~~4) All artificial lights shall be directed away from adjoining properties.

(~~6~~5) Applicant shall submit a parking plan showing the location of all off-street parking spaces, including information regarding the materials used for the parking spaces and whether any additional landscaping will be installed. The parking plan shall be reviewed and approved by planning and engineering staff.

(~~7~~6) Venues that provide 25 or fewer parking spaces shall require Major Class I site plan approval. If the number of proposed parking spaces exceeds 25, Class II site plan approval shall be required.

(7) Must meet Florida Fire Prevention Code, unless determined by the Fire Marshal to be exempt from the fire code by Florida Administrative Code 69A-67. As amended.

New Smyrna Beach Fire Department

Office of the Fire Marshal

1400 State Route 44, New Smyrna Beach, FL. 32168

www.cityofnsb.com

(386) 402-7631

February 17, 2025

Ms. Stephanie Doster
Planning Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Ms. Doster,

This letter is to approve the proposed zoning text amendment to remove the requirement that a wedding venue be a "Homestead" property. I support this text amendment, but with the condition that any wedding venue must meet the requirements of the Florida Fire Prevention Code, unless determined by the Fire Marshal to be exempt from the fire code by Florida Administrative Code 69A-67. (See attached)

Respectfully,

Steven R. Lane, MS, CFPS, FM
Fire Marshal

CHAPTER 69A-67
FIRESAFETY STANDARDS FOR NONRESIDENTIAL FARM BUILDINGS

69A-67.001 Administration and General Requirements
69A-67.002 Scope
69A-67.003 Definitions
69A-67.004 Classes of Farm Buildings; Inspection Requirements
69A-67.005 Requirements for Class 1 Nonresidential Farm Buildings
69A-67.006 Requirements for Class 2 Nonresidential Farm Buildings
69A-67.007 Requirements for Class 3 Farm Buildings

69A-67.001 Administration and General Requirements.

(1) The Division of State Fire Marshal hereby adopts fire safety rules for use by local fire officials when conducting the inspection of a new or existing structure located on a farm, as defined in paragraph 823.14(3)(a), F.S., that is used by the owner only for "agritourism activity" as defined in section 570.86, F.S.

(2) Buildings outlined in paragraph 633.202(16)(b), F.S., are exempt from this rule.

(3) Where a special amusement building is installed inside a nonresidential farm building regardless of occupant load, it shall meet the requirements as a special amusement assembly occupancy in the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.002 Scope.

(1) This rule chapter establishes requirements and alternative fire safety provisions to provide a reasonable degree of safety from fire in new, renovated, and existing nonresidential farm buildings used for agritourism activities.

(2) This rule chapter includes procedures for the evaluation, classification, and inspection of nonresidential farm buildings used for agritourism activities.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.003 Definitions.

As used in this rule chapter, the following definitions apply:

(1) Activity: One specific function or event lasting no longer than 72 consecutive hours.

(2) Contents and furnishings: Any movable objects in a building that are normally secured or otherwise put in place for functional reasons, excluding:

(a) Parts of the internal structure of the building; and,

(b) Any items meeting the definition of interior finish.

(3) Guard: A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

(4) Handrail: A horizontal or sloping rail intended for grasping by the hand for guidance or support.

(5) Interior finish: The exposed surfaces of walls, ceilings, and floors within buildings. Interior finish is not intended to apply to surfaces within spaces such as those that are concealed or inaccessible. Furnishings that, in some cases, might be secured in place for functional reasons should not be considered as interior finish.

(6) Means of Egress: A continuous and unobstructed way of travel from any point in a building or structure to a public way consisting of three separate and distinct parts: (1) the exit access, (2) the exit, and (3) the exit discharge. A means of egress comprises the vertical and horizontal travel and includes the intervening room spaces, doorways, hallways, corridors, passageways, balconies, ramps, stairs, elevators, enclosures, lobbies, escalators, horizontal exits, courts, and yard.

(7) Occupant load: The total number of persons that might occupy a building or portion thereof at any one time. The occupant load shall be calculated at 7 net square feet per person without tables and chairs or at 15 net square feet per person when tables and chairs are used. The occupant load may be less than the calculated load when agreed upon by the owner and the Authority Having

Jurisdiction (AHJ) and when posted on an approved sign.

(8) Proximate audience: An audience closer to pyrotechnic devices than permitted by NFPA 1123, Code for Fireworks Display, as adopted in rule 69A-60.005, F.A.C.

(9) Special amusement building: A building that is temporary, permanent, or mobile and contains a device or system that conveys passengers or provides a walkway along, around, or over a course in any direction as a form of amusement arranged so that the egress path is not readily apparent due to visual or audio distractions or an intentionally confounded egress path, or is not readily available due to the mode of conveyance through the building or structure.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.004 Classes of Farm Buildings; Inspection Requirements.

(1) The owner of an existing nonresidential farm building that proposes to use such building as a Class 1, 2, or 3 building for agritourism activities shall notify the AHJ prior to the use of such facility.

(2) In order to determine the classification of a farm building and whether the building meets the requirements outlined for that classification, the AHJ shall conduct an initial and annual inspection of only the farm building for which classification is being sought annually or if the building's classification changes.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.005 Requirements for Class 1 Nonresidential Farm Buildings.

The following requirements apply to a nonresidential farm building that is classified by the AHJ as a Class 1 nonresidential farm building:

(1) Up to 100 persons occupy the building during each agritourism activity; however, the occupant load may be posted at less than calculated when agreed upon by the owner and the AHJ.

(2) Used 12 times per year or less for agritourism activities;

(3) It must have at least 2 unobstructed means of egress of at least 36 inches in width and 80 inches in height;

(4) Large barn style doors may be used as an exit if left open during the agritourism activity;

(5) The building must have at least 7 net square feet of floor space per person in attendance if the building is not concentrated with chairs, tables, or other obstacles and 15 net square feet of floor space per person in attendance if the building is concentrated with chairs, tables, or other obstacles;

(6) Combustible liquids/gases, explosives/blasting agents, flammable liquids/gases, or hazardous materials must not be stored inside the building during the agritourism activity;

(7) Pyrotechnics must not be used inside the building during the agritourism activity;

(8) The use of open flames shall be in a manner compliant with the most current edition of the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.;

(9) Interior finish shall meet the requirements outlined in subsection 69A-67.006(5), F.A.C.;

(10) Only Portable cooking equipment for warming of food that is not flue-connected shall be permitted if the equipment is fueled by small heat sources that can be readily extinguished by water, such as candles or alcohol-burning equipment including solid alcohol, provided that precautions are taken to prevent ignition of any combustible materials; and,

(11) The building cannot be used for lodging purposes.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.006 Requirements for Class 2 Nonresidential Farm Buildings.

The following requirements apply to a nonresidential farm building that is classified by the AHJ as a Class 2 nonresidential farm building:

(1) No agritourism activity has more than 300 persons occupying the building; however, the occupant load may be posted at less than calculated when agreed upon by the owner and the AHJ.

(2) Egress:

(a) Any door in a required means of egress from an area having an occupant load of 100 or more persons shall be permitted to

have a latch or lock only if the latch or lock is panic hardware or other latching device.

(b) Large barn style doors may be used as an exit if left open during the agritourism activity.

(c) No turnstiles or other devices that restrict the movement of persons shall be installed in such a manner as to interfere with required means of egress.

(d) Each level of a building shall have access to the main entrance/exit and shall have at least one additional exit.

(e) Additional exits shall be located as far apart as practicable and as far from the main entrance/exit as practicable.

(f) In buildings where there is no well-defined main entrance/exit, exits shall be permitted to be distributed around the perimeter of the building, provided that the total exit width furnishes not less than 125 percent of the width required to accommodate the permitted occupant load.

(g) Each building shall have at least two separate means of egress.

(h) Balconies, lofts, or mezzanines having an occupant load not exceeding 50 may be served by a single means of egress, and such means of egress shall be permitted to lead to the floor below.

(i) Balconies, lofts, or mezzanines having an occupant load exceeding 50 shall have not less than two remote means of egress, but both such means of egress shall be permitted to lead to the floor below.

(j) Exits shall be arranged so that the total length of travel from any point to reach an exit shall not exceed 200 feet.

(k) A common path of travel shall be permitted for the first 20 feet from any point where the common path serves any number of occupants, and for the first 75 feet from any point where the common path serves not more than 50 occupants.

(l) The width of aisles serving seating at tables shall be not less than 44 inches when serving an occupant load exceeding 50, and 36 inches when serving an occupant load of 50 or fewer.

(m) Where non-fixed seating is located between a table and an aisle, the measurement of required clear width of the aisle shall be made to a line 19 inches, measured perpendicularly to the edge of the table, away from the edge of said table.

(n) Means of egress shall be illuminated in facilities used during non-daylight hours.

(o) Means of egress shall be marked with a sign.

(p) Guards and handrails shall be required.

(q) Rooms containing high-pressure boilers, refrigerating machinery other than the domestic refrigerator type, large transformers, or other service equipment subject to explosion shall:

1. Not be located directly under or abutting required exits; and,

2. Be separated from other parts of the building by fire barriers that have a minimum 1-hour fire resistance rating in accordance with Florida Fire Prevention Code 101: Section 8.3, as adopted in rule chapter 69A-60, F.A.C., or shall be protected by automatic extinguishing systems in accordance with Florida Fire Prevention Code 101: Section 8.7, as adopted in rule chapter 69A-60, F.A.C.

(r) Unsecured Seating. Seats not secured to the floor shall be permitted where fastening seats to the floor might be impracticable.

1. Unsecured seats shall be permitted, provided that, in the area used for seating, excluding such areas as dance floors and stages, there is no more than one seat for each 15 square feet of net floor area and aisles to reach exits are maintained at all times.

2. A seating diagram shall be submitted for approval by the AHJ to permit an increase in occupant load.

3. Festival Seating. A form of audience/spectator accommodation in which no seating, other than a floor or finished ground level, is provided for the audience/spectators gathered to observe a performance shall be prohibited within a building except when the assembly occupancy load is 250 or less.

(s) Means of Egress Inspection. Prior to each opening of the building to the public, the building owner or agent shall inspect the means of egress to ensure it is free of obstructions and correct any deficiencies found.

(3) Storage. The following items shall be prohibited to be in the building or within 10 feet of the building during agritourism activities:

(a) Compressed flammable gases;

(b) Flammable or combustible liquids;

(c) Hazardous chemicals or materials; and,

(d) Blasting agents and explosives.

(4) Open Flame Devices and Pyrotechnics. No open flame devices or pyrotechnic devices shall be used, unless one of the following applies:

(a) Pyrotechnic special effect devices shall be permitted to be used on stages before proximate audiences for ceremonial or religious purposes, as part of a demonstration in exhibits, or as part of a performance, provided that both of the following criteria are met:

1. Precautions are taken to prevent ignition of any combustible material; and,

2. Use of the pyrotechnic device complies with Florida Fire Prevention Code 1: Section 65.3, as adopted in rule chapter 69A-60, F.A.C.

(b) Flame effects before an audience shall be permitted in accordance with Florida Fire Prevention Code 1: Section 65.4, as adopted in rule chapter 69A-60, F.A.C.

(c) Open flame devices shall be permitted to be used in the following situations, provided that precautions are taken to prevent ignition of any combustible material or injury to occupants:

1. Securely supported altar candles that are well separated from any combustible materials;

2. As part of a performance and used on stage or platform; and,

3. Candles on tables that are securely supported on substantial noncombustible bases with candle flame protected.

(5) Interior finish, contents, and furnishings. Interior wall and ceiling finish shall have a flame spread index meeting the provisions of Chapter 10 of NFPA 101 of the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.

(a) The required flame spread index or smoke developed index shall be permitted to be secured by applying approved fire-retardant coatings to surfaces having higher flame spread index values. Such treatments shall be tested or shall be listed and labeled for application to the material to the coating is applied, and shall comply with the requirements of NFPA 703, *Standard for Fire Retardant – Treated Wood and Fire-Retardant Coatings for Building Materials*, as adopted in rule 69A-60.005, F.A.C.

(b) Fire-retardant coatings must be applied to surfaces properly prepared for the material and application needs to be consistent with the product listing.

(c) Combustible vegetation or scenery, including cloth and film:

1. Combustible vegetation or scenery shall not obstruct corridors, exit ways, or other means of egress;

2. Only electrical lights and wiring listed by a Nationally Recognized Testing Laboratory shall be used on natural or artificial combustible vegetation, scenery, or other similar decorations;

3. Open flames, such as from candles, lanterns, kerosene heaters, and gas-fired heaters shall not be located on or near combustible vegetation or scenery;

4. Combustible vegetation or scenery shall not be located near heating vents or other fixed or portable heating devices that could cause it to dry out prematurely or to be ignited;

5. Flame-Retardant Requirements:

a. Combustible scenery of cloth, film, vegetation (dry), and similar materials may be treated with a fire retardant and shall comply with one of the following:

(I) The scenery shall meet the flame propagation performance criteria contained in NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*, as adopted in rule 69A-60.005, F.A.C., or

(II) The scenery shall exhibit a heat release rate not exceeding 100 kW when tested in accordance with NFPA 289, *Standard Method of Fire Test for Individual Fuel Packages*, as adopted in rule 69A-60.005, F.A.C., using the 20 kW ignition source.

6. Foamed plastics (as defined in Florida Fire Prevention Code 101) shall be permitted for use if plastics exhibit a heat release rate not exceeding 100 kW when tested in accordance with NFPA 289, *Standard Method of Fire Test for Individual Fuel Packages*, as adopted in rule 69A-60.005, F.A.C., using the 20 kW ignition source.

7. Such fire retardants shall be demonstrated by each individual decorative vegetation item, including any decorative lighting, in an approved manner.

(6) Special Provisions for Food Service Operations. All devices used in connection with the preparation of food shall be installed and operated in a manner that avoids hazard to the safety of occupants.

(a) All devices in connection with the preparation of food shall be of an approved type and shall be installed in an approved manner.

(b) Cooking equipment shall be protected in accordance with the Florida Fire Prevention Code 101: 9.2.3, as adopted in Rule chapter 69A-60, F.A.C., unless the cooking equipment is one of the following types:

1. Outdoor equipment used outdoors;

2. Portable equipment not flue-connected, or

3. Equipment used only for food warming.

(c) Portable cooking equipment that is not flue-connected shall be permitted only as follows:

1. Equipment fueled by small heat sources that can be readily extinguished by water, such as candles or alcohol-burning equipment, including solid alcohol, shall be permitted to be used, provided that precautions are taken to prevent ignition of any combustible materials.

2. Listed and approved LP-Gas commercial food service appliances shall be permitted to be used where in accordance with the Florida Fire Prevention Code 1: Chapter 69.

(d) Portable butane-fueled appliances where fueled by not more than two 10 ounces LP-Gas capacity, non-refillable butane containers that have a water capacity not exceeding 1.08 pounds per container may be used. The containers are required to be directly connected to the appliance, and manifolding of containers is not permitted.

(7) The use of the building for lodging purposes is not permitted.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

69A-67.007 Requirements for Class 3 Farm Buildings.

A structure that is classified by the AHJ as a Class 3 structure shall meet all the applicable requirements of the current edition of the Florida Fire Prevention Code, as adopted in rule chapter 69A-60, F.A.C.

Rulemaking Authority 633.104, 633.202 FS. Law Implemented 633.202 FS. History–New 4-25-17.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 21-25 Revising Conditions for Wedding Venues in the A2 Zoning district.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Revising Conditions for Wedding Venues in the A2 Zoning district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

ORDINANCE NO. 21-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE V, ZONING DISTRICTS, SECTION 504.02, SPECIFIC REGULATIONS BY DISTRICT, TO REVISE THE CONDITIONS FOR WEDDING VENUES IN THE A-2, AGRICULTURE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Colleen Miles, Land Development Resource Group LLC, 140 South Beach Street, Suite 400, Daytona Beach, Florida 32114, applicant on behalf of Bierworth Ranch, LLC, 1711 Martins Dairy Road, New Smyrna Beach, Florida 32168, property owner, has requested administrative text amendments to the Land Development Regulations Article V, Zoning Districts, Section 504.02, to remove the homestead requirement for wedding venues and to add fire safety requirements in the A-2, Agriculture, zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the text amendments; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, Section 504.02 Specific regulations by district, A-2 Agriculture District is hereby amended to strike the following language: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

504.00. District regulations and requirements.

...

504.02. Specific regulations by district. The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

...

A-2, AGRICULTURE DISTRICT

Intent. The purpose and intent of the A-2, Agriculture District, is to preserve and protect rural areas of the city that have some agricultural value, but which are also suitable for rural single-family living.

Permitted principal uses and structures. In the A-2, Agriculture District, no premises shall be used except for the following uses and their customary accessory uses or structures:

Apiaries

Essential utility service

Fire stations

Fish, hunting, or nonprofit organization camps

Hobby breeder

Home occupation

Open agricultural uses such as field crops, tree crops, fern crops, grazing land, grass land, and pastures

Parks and recreation areas

Pisciculture

Public uses not listed as a permitted principal use

Public utility uses and structures

Single family standard or manufactured dwelling

Riding stables (minimum parcel size requirement of five acres)

Wormraising

Permitted accessory uses.

Fruit and vegetable stands

Garages

Gazebos

Incidental uses

Nonresidential agricultural buildings and recreation facilities related to the permitted use

Storage sheds

Conditional uses:

Wedding venues subject to the following conditions:

~~(1) Applicants shall be limited to homestead resident(s) living on the premises.~~

(~~2~~1) The property shall be at least 5 acres in size.

(~~3~~2) Overnight stays or camping activities shall be prohibited.

(~~4~~3) The hours of operation will be limited to the following periods:

(a) Thursday from 12:00 p.m. to 10:00 p.m.

(b) Friday and Saturday from 4:00 p.m. to Midnight.

(c) Sunday from 2:00 p.m. to 8:00 p.m.

(~~5~~4) All artificial lights shall be directed away from adjoining properties.

(~~6~~5) Applicant shall submit a parking plan showing the location of all off-street parking spaces, including information regarding the materials used for the parking spaces and whether any additional landscaping will be installed. The parking plan shall be reviewed and approved by planning and engineering staff.

(~~7~~6) Venues that provide 25 or fewer parking spaces shall require Major Class I site plan approval. If the number of proposed parking spaces exceeds 25, Class II site plan approval shall be required.

(7) Must meet Florida Fire Prevention Code, unless determined by the Fire Marshal to be exempt from the fire code by Florida Administrative Code 69A-67. As amended.

...

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on May 13, 2025, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 4/15/2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 51 -24: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD REZONE APPROXIMATELY 1,618 ACRES OF LAND LOCATED SOUTH OF STATE ROAD 44 AND WEST OF I-95, KNOWN AS THE DEERING PARK INNOVATION CENTER (DPIC), TO PLANNED UNIT DEVELOPMENT (PUD) FROM THE CURRENT ZONING CLASSIFICATIONS OF A-1 PRIME AGRICULTURE, FORESTRY RESOURCE (FR), AND CONSERVATION (C).

May 13, 2025

Background:

A. Applicant: David Fuechtman, P. O. Box 70, Edgewater Florida 32132

B. Property Owner: Farmton North LLC, P. O. Box 70, Edgewater Florida 32132

C. Request: Proposed Rezoning from A-1 Prime Agriculture (currently 93 acres), Forestry Resource (currently 948 acres), and Conservation (currently 577 acres), to Planned Unit Development (PUD) for the entire 1,618 acre site

D. Recent History: The city's current Economic Development Strategic Plan that was approved by the City Commission in December 2019 outlines strategies and targets the specific following industries:

1. Aviation and Aerospace
2. Creative Class, including High Tech
3. Light Industry, including Manufacturing
4. Recreation
5. Medical
6. Professional Office, including Corporate Headquarters

In October 2021 the City of New Smyrna Beach Economic Development Advisory Board hosted a public workshop at the Brannon Center for the purpose of collecting input from the community concerning the economic development strategic plan and future plans, actions, and decisions. Three major priorities were concluded in that workshop, which included approximately 45 attendees of elected officials, local business owners, and

concerned citizens, as follows:
1. Diversify the tax base.
2. Enhance utilities infrastructure.
3. Ensure a quality labor pool.

The Southeast Chamber of Commerce also conducted two leadership summits, with the first summit in May 2021 and the second in February 2022. These two summits looked into regional strengths, challenges, and opportunities, and included the Southeast Volusia Cities, SEV Chamber of Commerce, Volusia County Staff, Team Volusia, the Southeast Volusia Manufacturing and Technology Coalition (SEVMTC), the Southeast Volusia Advertising Authority, elected officials, local business owners, and the East Central Florida Planning Council. The proposed Deering Park Innovation Center at New Smyrna Beach site was officially identified and recommended as an industrial mixed-use area during the second of these two leadership summits.

The City Commission approved Ordinance Number 07-22 on June 14, 2022, for a text amendment to the Future Land Use Element of the City's Comprehensive Plan, which established a new Commercial Space Industry Opportunity Overlay. This Amendment to the City Comprehensive Plan was to help identify areas within the City that are appropriate for commercial and light industrial development.

The City Commission then approved the Southeast Volusia Regional Economic Development Strategic Plan on October 25, 2022. That plan presents a regional analysis of SEV's demographic and occupational characteristics, employment profile, industry competitiveness, economic clusters, and challenges and opportunities.

During a public City Commission workshop on December 14, 2023, City Development Services Director Shane Corbin and Attorney Glenn Storch presented a proposed innovation park to be located west of I-95 and south of State Road 44. This presentation outlined the history of the property, required PUD zoning, required Large Scale Comprehensive Plan amendment changing the Future Land Use to Industrial Mixed Use, and benefits to the city.

E. Site Information:

- **Size:** 1,618 ± acres
- **Location:** South of State Road 44, west of I-95
- **Parcel Numbers:** 7321-00-00-0010, 7328-00-00-0010, 7327-00-00-0024, 7333-00-00-0010, 7334-00-00-0010, and 7335-00-00-0100
- **Site Data:** The 1,618 acre undeveloped site is located south of State Road 44 and west of Interstate 95, extending south from its northern frontage on SR 44 to the City Limits of Edgewater. The site is also wooded and currently used for agricultural

purposes of timbering and pasture. The current zoning designations within the site that are requested to be changed were previously matched by its prior Future Land Use (FLU) designations of Agriculture (93 acres), Forestry Resource (948 acres), and Conservation (577 acres), all of which have now been changed by a companion application (CPA-1-24) that was recently approved, to now all be the Industrial Mixed Use (IMU) FLU, to then allow for this proposed PUD rezoning and its proposed uses. Site Location and Aerial Maps are attached as Exhibits A & B. Existing Zoning and Proposed Zoning Maps are attached as Exhibits C & D, showing all adjacent zoning designations and surrounding development, and a Site Survey Sketch is attached as Exhibit E.

F. Exhibits:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Existing Zoning Map

Exhibit D: Proposed Zoning Map

Exhibit E: Site Survey Sketch and Legal Description (Ex A. of MDA)

Exhibit F: PUD Master Development Agreement (MDA), Proposed

Exhibit G: PUD Conceptual Plan Exhibits, Proposed (consists of 6 different documents to be included within the MDA):

- MDA Ex. B Master Plan, 2 sheets;
- MDA Ex. C Residential Gradation Plan, 1 sheet;
- MDA Ex. D Roadway Sections, 8 sheets;
- MDA Ex. E Design Guidelines, 4 pages;
- MDA Ex. F Illustrative Examples of Community Features, 3 pages; and
- MDA Ex. G Venetian Bay and NSBU Area Boundaries, 1 sheet.

Exhibit H: Area Master Plan (Provided by Applicant; not to be included within MDA document)

Exhibit I: Wildlife Corridor and Trail Map (Provided by Applicant; not to be included within MDA document)

Exhibit J: Environmental Assessment Report (Provided by Applicant; not to be included

within MDA document)

Exhibit K: Southeast Volusia Economic Development Strategic Plan 2022
Exhibit L: Letter from Applicant outlining history of specific MDA revisions (7-10-24, 5 pgs.)
Exhibit M: MDA Final Version showing all Redline Revisions made to the 4-3-25 Draft since First Reading.pdf

Findings:

A. The proposed Planned Unit Development (PUD) would create the Deering Park Innovation Center (DPIC), a mixed-use 1,618 + acre development proposed to provide a maximum of 6,000,000 square feet (SF) of non-residential uses and 2,150 residential units, with at least 400 acres to be designated and preserved as Natural Vegetation Area (NVA). This rezoning application was submitted with two other companion applications, which have since been reviewed and approved on all levels. A Large-Scale Comprehensive Plan Amendment application (CPA-1-24) was submitted and approved to change the Future Land Use (FLU) of the site from its prior City Agriculture, Forestry Resource, and Conservation FLU designations to now instead be the Industrial Mixed-Use FLU designation for the entire 1,618 acre site. Another companion application (CPA-2-24) that was approved proposed a Comprehensive Plan text amendment and policy change for the Industrial Mixed Use (IMU) Future Land Use (FLU) that now applies to this site.

B. The City Comprehensive Plan Future Land Use (FLU) Element specifies the intent of that requested Industrial Mixed-Use (IMU) FLU designation for this site is "to promote the sustainable development or redevelopment land near railways and/or major highways and in close proximity to the Canal Downtown Neighborhood, by providing maximum opportunity for innovative site planning for living, shopping, and working environments. Areas designated as Industrial Mixed-Use are intended to accommodate a mix of light industrial/research, office, retail and medium- to high-density residential uses. Areas designated as Industrial Mixed-Use are required to develop using the planned unit development format." The two other companion applications noted above, for Comprehensive Plan Map and Text Amendments to the current Industrial Mixed Use Future Land Use now include this DPIC site area within the geographic limits of this IMU FLU designation and as part of its current intent. As noted above, the IMU FLU requires PUD rezoning application and approval, and this PUD rezoning request thus is consistent with the two companion CPA applications that were previously approved.

C. The proposed Deering Park Innovation Center (DPIC) is a mixed-use in-fill project between other similar surrounding large scale PUD's that are within both the City and the City of Edgewater to the south. Those PUD's include the 1,365 acre South Village mixed use PUD immediately adjacent to the west and north of DPIC, and the 180 acre Ocean Gate commercial PUD to the northeast, at the southwest intersection of SR 44 and Interstate 95, both of which are within the City limits. Immediately to the south of this proposed DPIC site is the City of Edgewater, and two associated and approved developments proposed by the same applicant as DPIC. These developments also center around the pending alignment and future construction of Williamson Boulevard, from SR 44 south to ultimately connect with SR 442/Indian River Boulevard within Edgewater.

D. The City of Edgewater has approved these two planned developments immediately to the south of the proposed DPIC site, as noted on their website and provided below, and as shown on the attached Exhibit H Area Master Plan provided by the Applicant:

Deering Park North (formerly known as Restoration DRI) - *The 5,187-acre Deering Park North project will include 6,600 housing units and 2.8 million square feet of office, industrial, and commercial space, with that development proposed over a 20 to 30 year time period. The plan also includes 3,732 acres of land that will be required to be set aside for perpetual conservation. As proposed, Deering Park North is intended to provide a flexible approach to encourage mixed use, innovative land use techniques, creative urban design, environmental protection, employment centers, while utilizing sustainable development practices and principles for large scale master-planned communities. Approval and start-up of the project will require and trigger several major road improvements, including extending SR 442 west of I-95 and extending Williamson Boulevard south to Edgewater at SR 442. Infrastructure such as roads, water, sewer, trails, parks, etc. are included with the development agreement and will be paid for by the developer.*

Deering Park Center - *Deering Park Center is located on almost 900 acres at the "gateway" to Edgewater, at the southwest corner of I-95 and SR 442. The project is envisioned to provide a mix of uses, including single and multi-family residential developments, medical facilities, hotel accommodations, shopping and dining, as well as industrial areas that will facilitate distribution areas that are compatible with the surrounding environment. A significant portion of this proposed development is proposed to be within picturesque lake-front settings with dedicated public spaces, parks and other*

civic facilities. Upon completion, Deering Park Center could have up to 1.5 million square feet of non-residential space and a maximum of 1,362 residential units, using a responsible approach to planning, with large, environmentally sensitive portions of the property planned for conservation and appropriate public use. In addition, a Community Development District (CDD) has been established so that only developers and property owners within Deering Park Center will be responsible for funding the required infrastructure, as opposed to the city at-large. Deering Park Center is poised to become a model for responsible, environmentally-conscious, mixed-use development that will spur economic growth and improve quality of life throughout the City of Edgewater and beyond.

E. The proposed PUD Master Development Agreement (MDA) and its attached Conceptual Master Plan (CMP) Exhibits are based on a variety of proposed Development Districts within the 1,618 acre DPIC site, which are listed and described under MDA Section 3. Development Plan, and are annotated here:

1. Mixed Use/Commercial is a mixed-use designation designed for commercial, retail, hotel, restaurant and entertainment uses, along major arterial corridors, and some medium-density or high-density residential uses to encourage pedestrian and bicycle access. The mixed-use area adjacent to the northernmost roundabout, as shown on the Conceptual Master Plan (Exhibit G; aka MDA Exhibits B & C), shall encourage neighborhood commercial and services to provide for the residents of DPIC.

2. Innovation Park is a mixed-use designation designed for corporate headquarters, light industrial, research, hotel (150 room maximum), small non-retail business, and office uses, balanced with no more than twenty (20) percent of net usable acreage allowed for medium-density or high-density residential, to encourage pedestrian and bicycle access for job producing area. The intent is for the City and Applicant/Owner to work together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop “pad-ready” sites for office and light industrial uses for the project.

3. Residential Rental Village is the designation for commercial rental communities that

may include detached homes, cottages, and bungalows of no less than 800 square feet, duplex units of no less 800 square feet, townhouses, and multi-family apartments. Such commercial rental communities will be maintained as a single parcel for each project and shall not be permitted to be subdivided or sold as individual homes.

4. Residential is the designation for neighborhood residential areas that will contain a diversity of housing options, with the goal of providing pedestrian and multi modal connections to nearby job producing areas. The densities of such Residential areas shall be based on proximity to the job producing and urban commercial uses, to encourage pedestrian and bicycle access (as depicted on Exhibit G; aka MDA Exhibits B & C). Therefore, areas designated residential in the southern portion of DPIC, adjoining a large conservation area, would be reserved for low-density residential. The wavy boundaries shown between residential density categories are intended to provide a graduation of density, from the lowest density closest to conservation areas to increasingly higher density closer to job creation areas. These boundaries are approximate and provided to illustrate the concept, with actual density locations to be adjusted during future subdivision processes to come. The intent is to provide a wide range of housing types, sizes, and pricing, with higher densities closest to the intensive non-residential uses. In no event shall overall project density exceed the maximum number of 2,150 residential units within DPIC. The MDA also prohibits short term rentals, of less than six (6) months, within the Residential District and in every Homeowners Association, which shall enforce such prohibition. Accessory dwelling units (ADU) of no more than 800 square feet would also be permitted within this Residential District, with these ADU's permitted only as part of single family residential and townhouse areas, only after or as part of the primary dwelling construction, and would not count against DPIC's cumulative total density. All ADU's must also provide for one (1) additional parking space within the lot, above the principal unit's required parking count.

5. Regional Park/Sports Complex is a recreation use area intended to be dedicated to the City of New Smyrna in exchange for City Recreation/Park Impact Fee credits. This Complex site is to be a minimum of 50 acres with actual dimensions determined during the Williamson Boulevard segmental construction review(s), with the goal that its minimum width would be approximately 550 feet. The City may use this property for any recreational or community use, including but not limited to parks, sports fields, and a community center, provided such center is not

used for incompatible uses such as medical uses, drug treatment centers, transient housing, or homeless shelters. The Applicant/Owner is not obligated to improve this land prior to its dedication, and its transfer should only occur upon the ability being provided for the City to access this site via future constructed public roads or rights-of-way. The MDA text notes the goal for the City and Applicant/Owner to work together for this public site to be a catalyst, for the extension of infrastructure and funding, to develop "pad-ready" sites for office and light industrial uses in other areas of the DPIC project.

6. Police Facilities Site is a potential police station site, as shown on the Conceptual Master Plan (Exhibit G; aka MDA Exhibits B & C), is proposed to be dedicated to the City of New Smyrna Beach in return for City Police Dept. Impact Fee credits. This site would accommodate a police substation and be a minimum of 10 acres. The Applicant/Owner would not be obligated to improve the land prior to dedication, and access would be via Williamson Boulevard and a future east west two-lane road into the Innovation Park District. The City would agree to construct any structures on this site consistent with the architectural styles prevalent in Deering Park Innovation Center. Here too, the goal of the City and Applicant/Owner is stated within the MDA to work together to the extent that this site can be a catalyst for the extension of infrastructure and funding, to assist developing "pad-ready" sites for office and light industrial uses in other areas of the DPIC project. An 8 acre area is also proposed to be located near this Police site, to be dedicated to the New Smyrna Beach Utilities (NSBU) for future utility infrastructure purposes.

F. The above Residential Unit mix proposed at this time, and as detailed within the MDA for the 2,150 maximum residential units, is currently proposed to comprise of 925 Single Family (SF) detached lots/homes, 600 Multi-Family (MF) Apartments, 250 Build to Rent Condominium units, and 375 Townhouses. Also proposed are a maximum of 600 Hotel rooms. Prior to the start of any construction, the Applicant/Owner agrees to provide and record a restrictive covenant over the entirety of the DPIC PUD area to conform to the PUD restrictions that limit the maximum number of 2,150 residential units permitted within DPIC as a whole.

G. The approximate acreages of the mix of various Development Districts/Land Use Areas (as described in Section 6.0 of the MDA) are the following:

- Innovation Park, 423 acres
- Mixed Use/Commercial Corridor, 136 acres
- Mixed Use/Residential Village Commercial, 26 acres
- Residential Rental Village, 343 acres
- Residential, 452 acres
- Regional Park/Sports Complex, 60 acres
- City Police and NSBU Facilities, 18 acres
- Natural Vegetation Areas, 413 acres

H. The variously listed SITE DEVELOPMENT CRITERIA for the above Development Districts/Land Use Areas are provided in the Exhibit F MDA text (starting on Page 11 through Page 15) for the typical development/zoning aspects of minimum lot areas, maximum building heights and coverage %'s, minimum setbacks, etc. The proposed PERMITTED USES within these same above Development Districts/Land Use Areas are listed in MDA Section 7.0 (Pages 18 to 21). It should be noted that Section 7. d. Bona Fide Agricultural Uses allows for agriculture (including silviculture and cattle pasture uses) to remain a Permitted Use (as now currently exists), while neighboring areas proposed and/or developed for any of these other proposed/future Residential and Non-Residential Uses. In addition, as long as the Applicant/Owner continues to use the Property for these bona fide commercial agriculture uses, they shall remain Permitted Uses under the terms of this PUD. However, any of these bona fide commercial agricultural activities would be required to maintain a minimum 200-foot separation from all future permitted non-agricultural uses.

I. As stated in the MDA, the future phasing of development within the proposed DPIC PUD is highly dependent on the timing of development of the proposed Williamson Boulevard limited access "by-pass" public road and right-of-way, through the DPIC site and further south to and within the City of Edgewater to SR 442. The MDA text requires all future segments of Williamson Boulevard which will ultimately link and/or connect to State Road 44 to be constructed and in place before any of those other surrounding proposed DPIC improvements, within and around those segment areas, would be able to be constructed.

J. Right-of-Way will also be provided to Volusia County for each segment of Williamson Boulevard that is sufficient to accommodate the accompanying stormwater retention areas required, with these areas to be dedicated subsequent to design, permitting

and/or construction, and consistent with Volusia County standards and agreements between the Applicant/Owner and Volusia County.

l. The MDA, Development Plan text requires all projects adjacent to DPIC to provide roadway connections to access Williamson Boulevard through this DPIC site, which would be especially critical for the publicly funded Williamson Blvd. "by-pass"/limited access roadway. In addition, the MDA and CMP anticipate potential roadway connection(s) to the east using a future overpass crossing Interstate 95, with the MDA stating DPIC shall be responsible for the construction of the connecting road from Williamson Boulevard to the west landing of any such future I-95 overpass that would ultimately be built by Volusia County.

M. The MDA text provides numerous references for the Applicant/Owner to work together with the City to recruit investment in the appropriate areas by job producers, along with County Economic Development departments to recruit and facilitate such uses, noting the goal to develop "shovel ready" industrial and/or office sites, all of which would also include permitting and development of stormwater and transportation infrastructure and pursuit of grants and economic development funding. The City's role in the MDA is noted to utilize all available resources to attract and recruit users for DPIC, including a collaborate effort to create an economic development strategic plan for those non-residential uses within the DPIC.

N. The City and Applicant/Owner agree in the MDA to these following additional limitations on the issuance of building permits, among others, for single-family residential development within DPIC:

1. No building permit for single family residential will be issued earlier than 3 years after the approval and recording of this Agreement.
2. Each phase of single family residential shall require non-residential development, at a ratio of 300 square feet of non-residential for each single family residential unit.
3. The MDA notes that the development of "pad ready" sites within the Innovation Park area shall be considered to count toward the above requirement, so that each phase of single family residential development shall require corresponding non-residential development at a ratio of 300 non-residential square feet for each single family residential unit.

O. The MDA text (Section 3.p., Page 4) also provides that prior to any vertical construction within DPIC, the applicant will work with the City to complete a Fire Department Service Concurrency Evaluation, which may require an independent third party evaluation of said evaluation at the expense of the Applicant/Owner.

P. In terms of existing wetlands within the DPIC site and any proposed wetland impacts, there has been no field work yet performed for jurisdictional wetland determinations within this 1,618 acre DPIC site. The MDA notes the Applicant/Owner, in working with planners and city staff, have used the best available information to determine appropriate planning areas and uses. Site-specific agency jurisdictional determinations and wetland line approvals would instead be determined as part of the permitting, site plan and/or plat processes for each future development within the DPIC site. With no actual field work yet done for that and/or any agency review or approval of those wetland areas, wetland mapping done in the "desktop" Preliminary Environmental Assessment (attached **Exhibit J**) indicates the 1,618 acre site total may contain 662 total acres of existing wetlands, or just under 41% of the total site area. Of those 662 projected wetland acres, 327 acres are noted to be impacted by the development now proposed, which would appear to be just over 20% of the existing site area and just under 50% of the existing wetlands.

Q. Conversely, it also appears from the information submitted that the 1,618 acre site total may contain 956 total acres of existing uplands, or just over 59% of the total site area, with those area figures and that mapping also done in the "desktop" Preliminary Environmental Assessment method only at this time. Of those 956 upland acres, 822 acres of those uplands would now appear to be impacted by the development now proposed, which would be just over 50% of the existing site area, with almost 74 upland acres instead now proposed to remain as preserved uplands.

R. In terms of Open Space, the City LDR requires the Minimum Open Space for any PUD within this geographic area to be a minimum 50% of the entire site. Along with that PUD requirement, Residential PUD areas are required by the LDR to contain a minimum total Common Open Space area(s) equivalent to at least 35% of the designated Open Space area, also stating those Common Open Space areas "accessible to and usable by all PUD residents". The currently proposed MDA notes these PUD Common Open Space

requirements, to be fulfilled with each future development phase. The MDA text also specifies the overall PUD area shall include 50% open space, and that individual phases within DPIC may have less than 50% open space, provided the entire PUD area provides for a minimum of 50% open space. It should also be noted the minimum 400 acres required to be dedicated as Natural Vegetation Areas (NVA) will assist in providing the minimum Common Open Space areas required, as well as providing a large portion of the total Open Space needed.

S. Along with Open Space, the MDA Development Plan text notes "Planning for DPIC shall include connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of DPIC." These wildlife corridors are within both the DPIC site and adjacent vacant and undeveloped lands also owned by the applicant, immediately to the south and west of and contiguous to the subject 1,618 acre DPIC site. These conceptual locations are shown on the attached **Exhibit I** Wildlife Corridor and Trail Map provided by the Applicant.

T. MDA Section 5. Traffic Management notes there are no timelines for construction within DPIC, with this MDA now providing only for long term planning. A current general traffic impact analysis, or Comprehensive Plan Amendment/Rezoning Traffic Study has been provided to determine existing background traffic and general impact of these proposed new plans and construction, based on the maximum entitlements included in this proposed PUD MDA. That Rezoning Traffic Impact Analysis (RTIA) was submitted with this PUD rezoning application and has been reviewed by City's Traffic Engineering consultant. That document is also reviewed by both Volusia County and the Florida Department of Transportation (FDOT), with the results of those reviews expected to be done in accordance with the concurrent/companion CPA FLU Amendment also being requested for the DPIC site, and with all review comments then collected and addressed in a future and revised RTIA version. In addition, the MDA provides that separate and more specific Traffic Impact Analysis (TIA) will be individually conducted within DPIC for each separate development phase, as those are submitted for development review and approval. Those future TIAs will be conducted according to TPO guidelines in place at that time and will include cumulative development within DPIC approved as of each successive study. Per the MDA, it also can be assumed that Williamson Blvd. will be constructed in segments between intersections, consistent with Volusia County standards, as each new development occurs beyond previously approved phases. The MDA notes that the City recognizes that actual development impacts of the project may change due to the mixed-use nature of the project, projected non-residential buildout

horizons, and future growth of the area. Therefore, in order to accommodate unanticipated development changes within the project, traffic calculations to substantiate internal capture shall be provided as part of each future TIA included with each future DPIC site plan and/or subdivision plat submittal to the City.

U. The MDA text also includes general provisions for Architectural & Design Standards, Water and Energy Conservation, Environmental Considerations, and Signage (in Sections 10, 11, 12 and 13, respectively), some of which has been discussed above, and with the remainder deferring to be more specifically determined as part of future site-specific development application processes, and/or in compliance with provisions of the City LDR at that time. In response to comments and requests by City Staff, the Design Standards Section has been supplemented with recent additions to the **Exhibit G** PUD Conceptual Plan, to now include both textual Design Standards and Illustrative Examples of Community Features.

V. The MDA is noted (in Section 16, Page 27) to be valid for a period of 30 years from its execution, and its vesting contingent on completion of construction, and dedication and acceptance by Volusia County, of the first segment of Williamson Boulevard within the DPIC PUD boundaries.

W. At the May 6, 2024, Planning and Zoning Board meeting, the Board voted to continue this Item to their June 3, 2024 meeting. The Planning and Zoning Board then voted 6-1 at their June meeting to recommend approval to City Commission with the following conditions:

1. 500,000 sq ft of non-residential shall be constructed and an additional 500,000 sq ft of non- residential shall have site plan approval prior to approval of any residential development subdivision plat.
2. 85% of the land dedicated to the City of New Smyrna Beach, for municipal purposes, shall be determined to be buildable uplands.
3. Conditional Use conditions need to be added, and the language “Conditional Uses as defined in the LDR” removed.
4. Energy and water conservation standards shall be added to the PUD.
5. PUD language in Section 3.d shall be modified as follows. *The 2,150 total units ~~would~~ shall be comprised of a mix of 925 sf detached, 600 MF apartments, 250 build to rent, and 375 townhomes.*
6. The Board recommended the developer have a discussion with the property owner regarding a stormwater bond.
7. Ensure the text and associated maps of the PUD match in all areas referring to

acreage.

8. And any other verbally agreed upon items.

The currently attached MDA Exhibits have now been revised to address the above conditions. In addition, the Applicant prepared and submitted a Letter (attached as **Exhibit L)** that documents all revisions that were made to the PUD MDA materials, as suggested by the Planning and Zoning Board members, City Staff and City Attorney, City Commission, and Volusia County School Board as a result of various prior meetings and hearings on this application and/or concurrent ones. In addition, a new **Exhibit M** has been added since the First Reading that shows all revisions made to the MDA text since that First Reading, in response to Commission and public comments. Among those revisions is the addition of a single one page map, as **Exhibit G** of the MDA Exhibits, to clarify the Venetian Bay Community and NSBU parcel boundaries.

III. Recommendation:

The Development Services Department recommends that the City Commission approve the requested rezoning application, to create the Deering Park Innovation Center (DPIC) Planned Unit Development (PUD) under the attached Master Development Agreement (MDA) and its Conceptual Master Plan (CMP), to then be consistent with the companion applications recently approved which changed both the Future Land Use (FLU) designation to Industrial Mixed Use (IMU) FLU and the IMU FLU Text Amendment that were also approved by the City and all applicable reviewing agencies.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

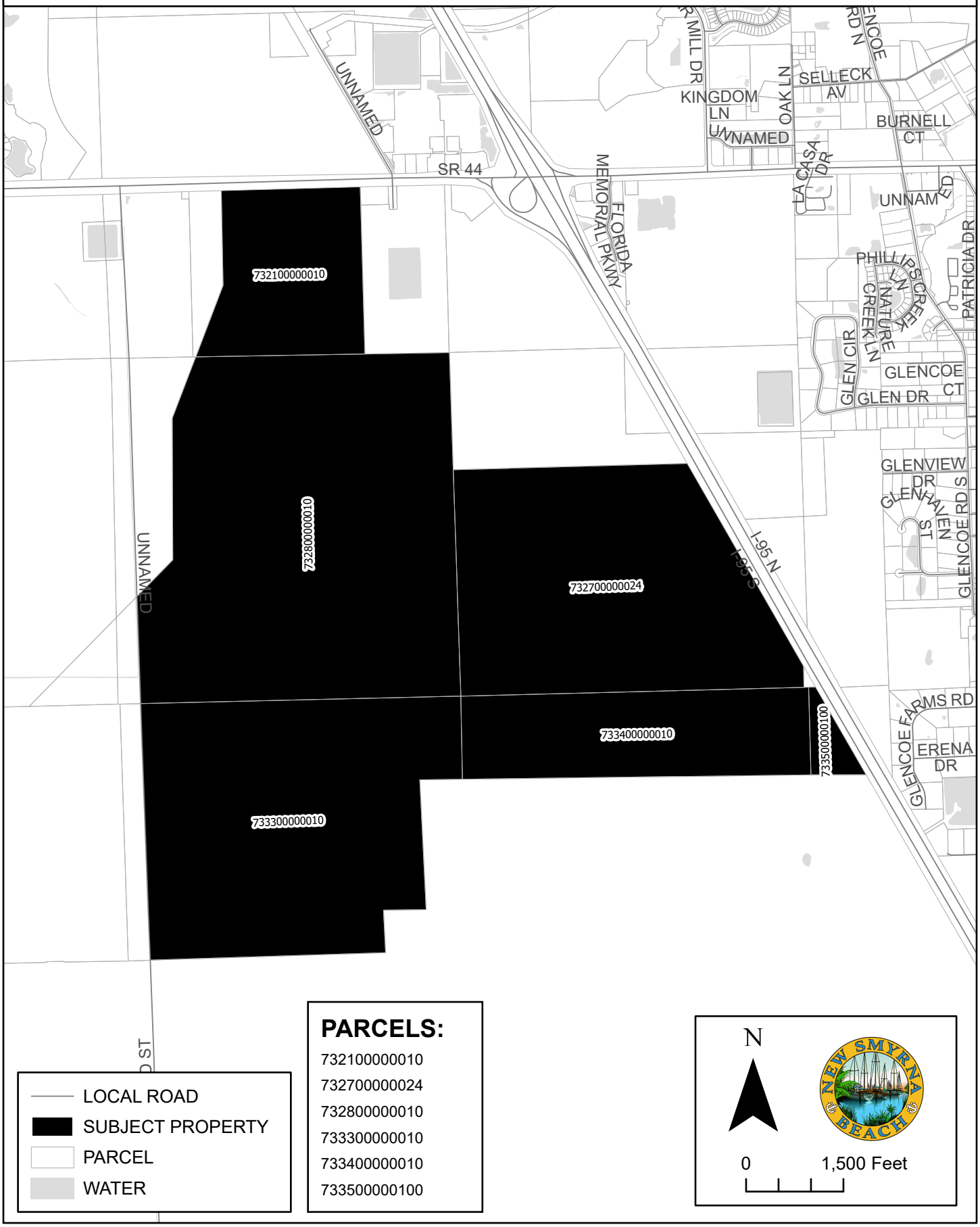
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

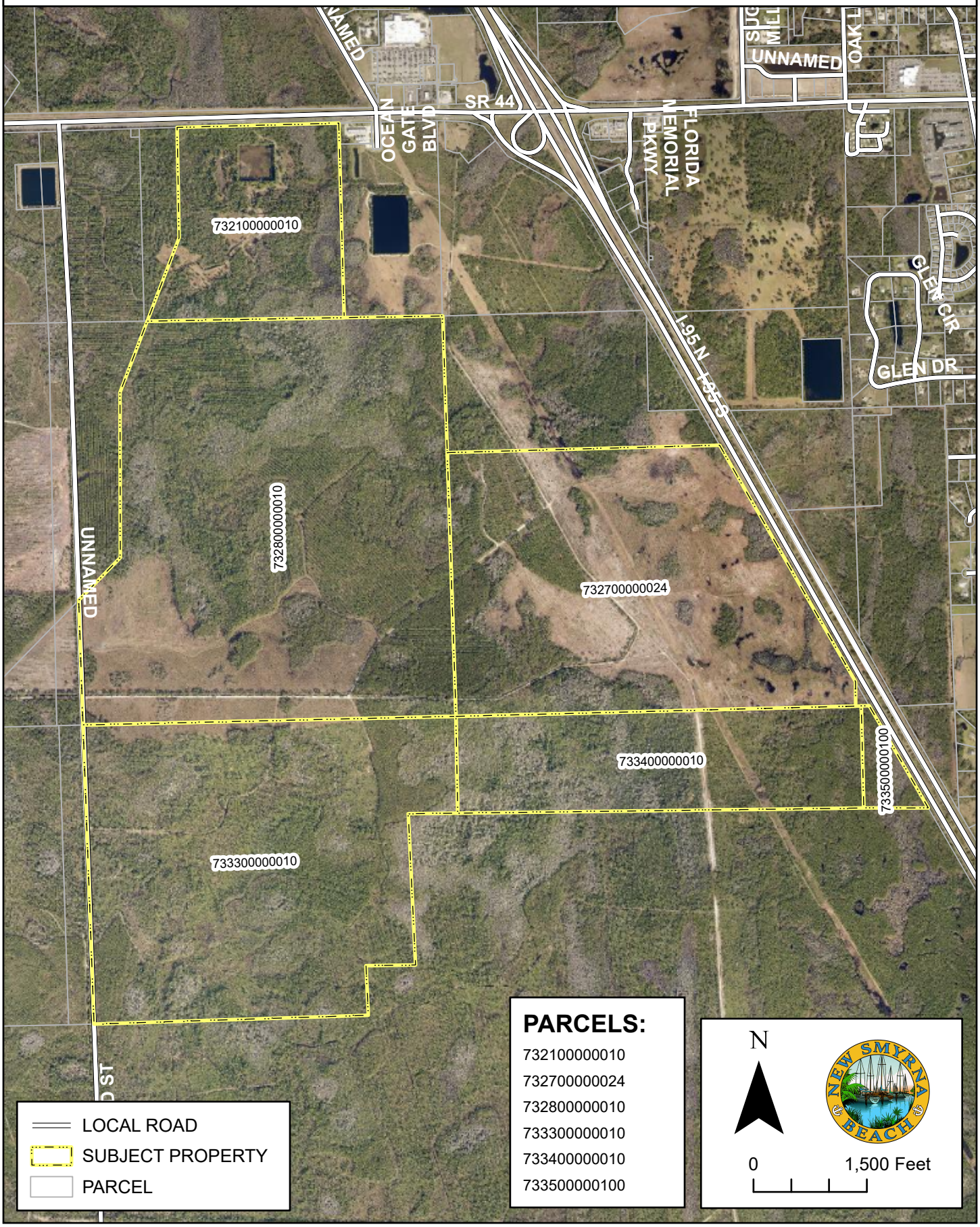
Exhibit A - Location Map.pdf
Exhibit B -Aerial Map.pdf
Exhibit C - Existing Zoning Map.pdf
Exhibit D - Proposed Zoning Map.pdf
Exhibit E - Survey Sketch and Legal Description (Ex. A of MDA).pdf
Exhibit F - PUD Master Development Agreement (MDA), Proposed Final Version.pdf
Exhibit G - Conceptual Master Plan 1 of 2 (Ex. B of MDA).pdf
Exhibit G Conceptual Master Plan 2 of 2 (Ex. B of MDA).pdf

Exhibit G - Conceptual Residential Gradation Plan (Ex. C of MDA).pdf
Exhibit G - Roadway Sections (Ex. D of MDA) 4-16-24 V 4.1.pdf
Exhibit G - Design Guidelines (Ex. E of MDA) revised 7-12 (002).pdf
Exhibit G - Illustrative Examples of Community Features (Ex. F of MDA) 003.pdf
Exhibit G - Ven. Bay and NSBU Area Boundaries (Ex. G of MDA).pdf
Exhibit H - Area Master Plan (Provided by Applicant; not included within MDA document).pdf
Exhibit I - Wildlife Corridor and Trail Map (Provided by Applicant; not included within MDA document).pdf
Exhibit J - Environmental Assessment Report (Provided by Applicant; not included within MDA document).pdf
Exhibit K - Southeast Volusia Economic Development Plan 10.12.22_Latest.pdf
Exhibit L - Letter from Applicant outlining history of specific MDA revisions (7-10-24, 5 pgs.).pdf
Exhibit M - MDA FINAL with all REDLINES made to 4-3-25 DRAFT since First Reading.pdf
Ord 51-24 Rezoning and MDA DPIC.pdf
Business Impact Estimate - Ord 51-24 Deering Park Rezoning.pdf

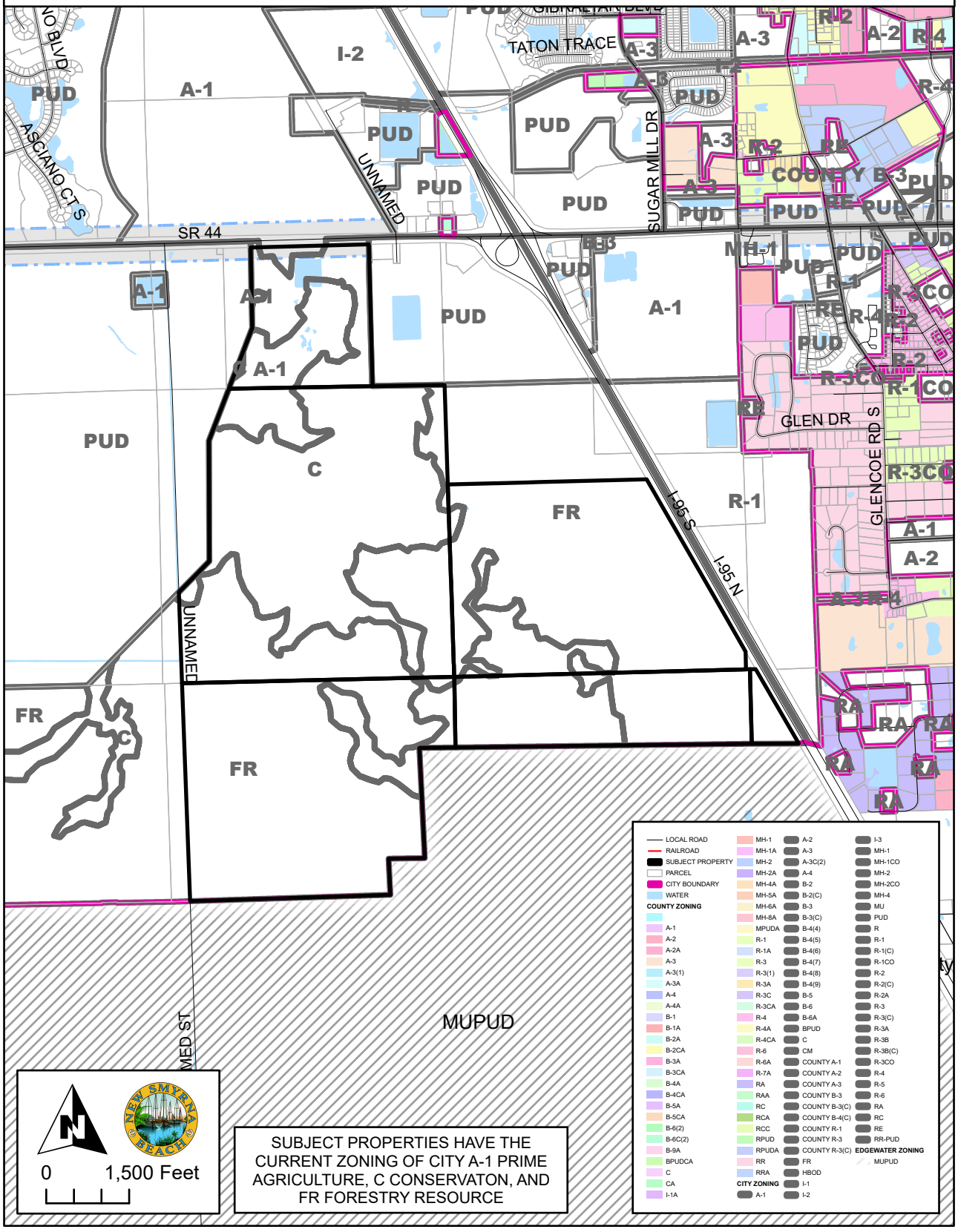
PUD-7-24 DEERING PARK INNOVATION CENTER
LOCATION MAP



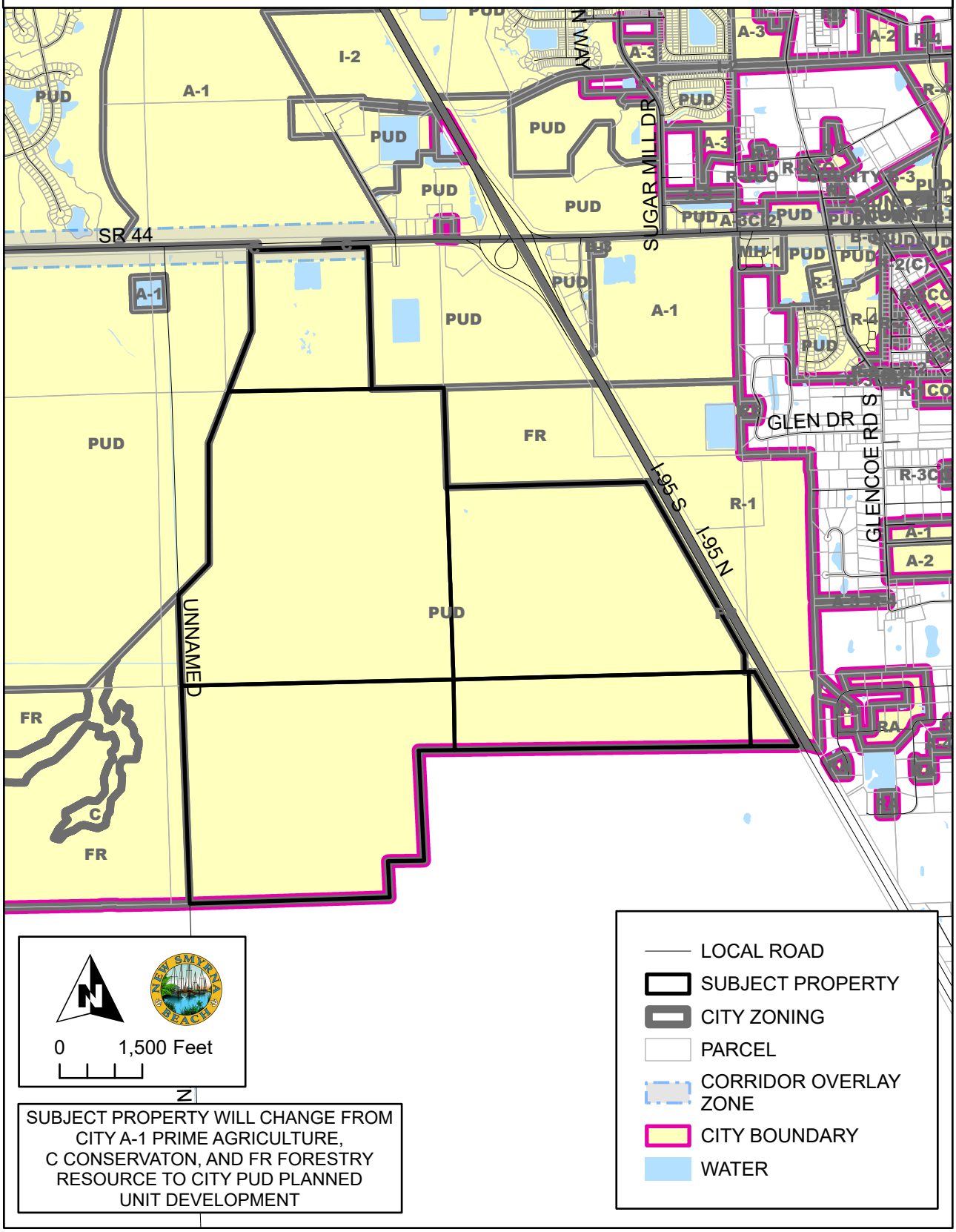
PUD-7-24 DEERING PARK INNOVATION CENTER
AERIAL MAP

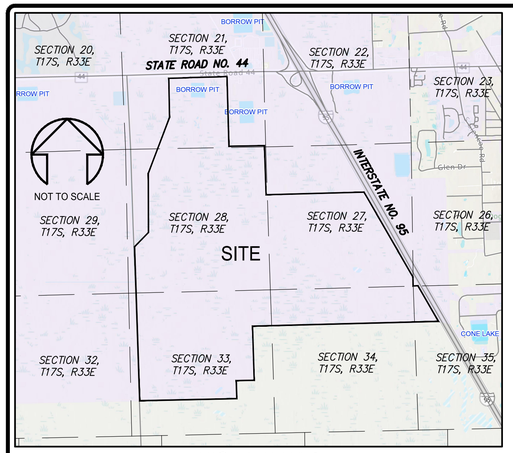


PUD-7-24 DEERING PARK INNOVATION CENTER
EXISTING ZONING MAP



PUD-7-24 DEERING PARK INNOVATION CENTER
PROPOSED ZONING MAP





VICINITY MAP

SEC 20–17–33 | STATE ROAD NO. 44 (R/W VARIES) | CENTER OF SEC 21–17–33 | CENTER OF SEC 22–17–33 PER FDOT R/W MAP

N88°48'47"E 2610.87' | N88°48'50"E 2623.35'

N88°37'05"E 1100.00' | N87°11'09"E 200.06' | N88°37'05"E 33.38'

N85°45'20"E 200.25'

SOUTHERLY R/W LINE

RACETRAC PETROLEUM AT NEW SMYRNA BEACH MB 58, PGS. 49–50

W LINE OF RACETRAC PETROLEUM AT NEW SMYRNA BEACH

INTERSTATE NO. 95 (R/W VARIES)

0 300 600 1200

1 INCH = 600 FEET

N1°03'40"W 1441.97' | N88°37'05"E 607.41' | N85°45'20"E 2631.63'

S1°35'03"E 2566.18' | N01°24'57"W 2639.93'

N0°23'11"W 2624.07'

O.R.B. 6844, PG. 2780 | O.R.B. 7814, PG. 453 | O.R.B. 6677, PG. 4114 | O.R.B. 7419, PG. 4887

NOT PLATTED

BOUNDARY LINE OF O.R.B. 6844, PG. 2780

S01°45'12"E

W 1/2 OF THE SE 1/4 OF SEC 21–17–33

E 1/2 OF THE SE 1/4 OF SEC 21–17–33

W LINE OF THE E 1/2 OF THE SE 1/4 OF SEC 21–17–33

W LINE OF O.R.B. 6677, PG. 4114

N88°59'56"E 1303.94'

N88°59'56"E 2607.89'

N LINE OF SEC 28–17–33

POINT OF BEGINNING

NE CORNER OF SEC 28–17–33

N88°37'40"E 2693.16'

N88°09'51"E 2697.26'

N 1/2 OF THE NE 1/4 OF SEC 27–17–33

N20°56'10"E 2190.75'

N88°59'26"E 2581.97'

E LINE OF SEC 28–17–33

S1°53'50"E 1807.51'

O.R.B. 7512, PG. 2252

S LINE OF O.R.B. 7512, PG. 2252

N88°28'08"E 3604.94'

S 1/2 OF THE NE 1/4 OF SEC 27–17–33

S29°53'16"E 924.25'

S29°53'41"E 1573.05'

S29°52'47"E 1106.83'

S0°49'06"E 324.47'

S29°53'20"E 1511.53'

N88°08'38"E 178.56'

WESTERLY R/W LINE

CENTERLINE OF 170' R/W AGREEMENT FOR FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINES PER O.R.B. 963, PG. 305

N0°09'25"W 2184.28'

BOUNDARY LINE OF O.R.B. 6844, PG. 2780

N01°17'23"W 5308.09'

S01°53'50"E 5308.75'

S00°49'06"E 5310.84'

N44°24'44"E 727.89'

SEC 28–17–33

SEC 27–17–33

SEC 29–17–33

1617.69 ACRES

S LINE OF SEC 29–17–33

BOUNDARY LINE OF O.R.B. 6844, PG. 2780

N88°33'57"E 5346.61'

S88°40'07"W 5253.72'

S88°31'18"W 5290.43'

N1°55'19"W 5667.80'

NEW SMYRNA BEACH

EDGEWATER

S88°32'27"W 6836.32'

DIVIDING LINE OF CITY LIMITS

S1°50'32"E 1990.35'

N01°55'20"W 5308.73'

S00°16'25"E 5334.73'

S88°44'07"W 661.28'

S1°45'48"E 663.29'

N01°44'43"W 5269.50'

N01°17'32"W 5298.97'

SEC 32–17–33

SEC 33–17–33

SEC 34–17–33

N88°46'59"E 9289.04'

S88°46'59"W 3569.67'

1317.12'

NOT PLATTED

O.R.B. 6844, PG. 2780 | O.R.B. 7814, PG. 453 | O.R.B. 7592, PG. 3901 | O.R.B. 7512, PG. 2252

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

A PORTION OF SECTIONS 21, 27, 28, 32, 33, 34 AND 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S01°53'50"E ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1807.51 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7512, PAGE 2252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N88°28'08"E ALONG SAID SOUTH LINE, A DISTANCE OF 3604.94 FEET TO A POINT ON THE WESTERLY RIGHT–OF–WAY LINE OF INTERSTATE NO. 95 (STATE ROAD NO. 9), HAVING A 350.00 FOOT RIGHT–OF–WAY; THENCE SOUTH ALONG SAID WESTERLY RIGHT–OF–WAY LINE THE FOLLOWING THREE (3) COURSES; S29°53'16"E, A DISTANCE OF 924.25 FEET; THENCE S29°53'41"E, A DISTANCE OF 1573.05 FEET; THENCE S29°52'47"E, A DISTANCE OF 1106.83 FEET TO A POINT ON THE EAST LINE OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°49'06"E ALONG SAID EAST LINE, A DISTANCE OF 324.47 FEET TO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N88°08'38"E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 178.56 FEET TO A POINT ON AFORESAID WESTERLY RIGHT–OF–WAY LINE OF INTERSTATE NO. 95; THENCE S29°53'20" ALONG SAID WESTERLY RIGHT–OF–WAY LINE, A DISTANCE OF 1511.53 FEET TO A POINT ON THE DIVIDING LINE OF THE CITY OF NEW SMYRNA BEACH AND THE CITY OF EDGEWATER, FLORIDA; THENCE WESTERLY ALONG SAID DIVIDING LINE THE FOLLOWING FIVE (5) COURSES; S88°32'27"W, A DISTANCE OF 6836.32 FEET; THENCE S01°50'32"E, A DISTANCE OF 1990.35 FEET; THENCE S88°44'07"W, A DISTANCE OF 661.28 FEET; THENCE S01°45'48"E, A DISTANCE OF 663.29 FEET; THENCE S88°46'59"W, A DISTANCE OF 3569.67 FEET; THENCE DEPARTING SAID DIVIDING LINE, RUN N01°55'19"W, A DISTANCE OF 5667.80 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6844, PAGE 2780, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTHERLY ALONG SAID BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES; N44°24'44"E, A DISTANCE OF 727.89 FEET; THENCE N00°09'25"W, A DISTANCE OF 2184.28 FEET; THENCE N20°56'10"E, A DISTANCE OF 2190.75 FEET; THENCE N01°03'40"W, A DISTANCE OF 1441.97 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF STATE ROAD NO. 44, HAVING A VARIABLE WIDTH RIGHT–OF–WAY; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE THE FOLLOWING FIVE (5) COURSES; N88°37'05"E, A DISTANCE OF 607.41 FEET; THENCE N85°45'20"E, A DISTANCE OF 200.25 FEET; THENCE N88°37'05"E, A DISTANCE OF 1100.00 FEET; THENCE N87°11'09"E, A DISTANCE OF 200.06 FEET; THENCE N88°37'05"E, A DISTANCE OF 33.38 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON THE WEST LINE OF RACETRAC PETROLEUM AT NEW SMYRNA BEACH, AS RECORDED IN MAP BOOK 58, PAGES 49–50, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°35'03"E, ALONG SAID WEST LINE AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6677, PAGE 4114, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 2566.18 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 28; THENCE N88°59'56"E ALONG SAID NORTH LINE, A DISTANCE OF 1303.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1617.69 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH AND DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING S01°53'50"E.
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS–OF–WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
5. THERE MAY BE MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
℄	CENTER LINE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LICENSED BUSINESS
M.B.	MAP BOOK
NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
R/W	RIGHT OF WAY
SEC	SECTION–TOWNSHIP–RANGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2024.02.19 11:53:12 -05'00'

LEE H. DOWST. P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386–258–7999

SKETCH AND DESCRIPITON			PROJECT # 1122
DRAWN BY: LAT	DRAW DATE: 01/25/24	CHECKED BY: LHD	SCALE: 1" = 600'
CREW: N/A	FIELD DATE: N/A	F.B./PG.: N/A	SHEET 1 OF 1

FILE NAME: 1122_Innovation_surbase2.dwg

O:\Projects\1122 FARMTON_Survey_Civil_3D-DWGs\Innovation Parcel\1122_Innovation_surbase2.dwg Feb 19, 2024 11:48am

DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH
PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), Farmton North, LLC (“Owner”), a Delaware limited liability company, and Deering Park Development Company, LLC, a Florida Limited Liability Company (“Developer”) hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

INTRODUCTION:
The parties intend to plan the subject property in a sustainable manner that will provide for new job production areas in a live, work, and play manner. The project will be consistent with the comprehensive plan requirements for design of the South Village area, stressing new urbanism principles to give structure to the new development that is reflective of the assets of the older portions of the City. Additionally, the project will be planned to compliment and connect, as appropriate, to the adjacent South Village PUD immediately to the west (Sustainable Communities FLUM) and the Ocean Gate PUD immediately to the east (Southeast Volusia Activity Center FLUM).

The Deering Park Innovation Center at New Smyrna Beach (“Deering Park Innovation Center” or “Innovation Center”) will provide for large areas with Interstate 95 visual access for corporate headquarters and other job producers. In addition, Deering Park Innovation Center will provide for vegetated buffers and an extensively landscaped entrance into the community along SR 44, a regional bicycle trail segment, and with provisions for additional job creation within a mixed-use retail goods and services, hotel, and medical services area near SR 44.

No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City.

Deering Park Innovation Center will also provide an area for a regional sport complex and a police facilities site for the benefit of businesses and residents in the western portion of New Smyrna Beach.

Residential areas will be encouraged to develop in a manner to reduce the need for automobile transportation by providing higher densities near job creation areas and lower densities near natural vegetation areas or conservation areas and by planning for connections to encourage pedestrian, bicycle and low speed electric vehicle use, as well as internal vehicular trips, within the community.

Deering Park Innovation Center will be designed with a comprehensive stormwater management system connected to thousands of acres of conservation lands south of the project to provide a location to help plan for unprecedented storm events to redirect stormwater away from existing residential areas. No construction is permitted until the comprehensive stormwater management plan is developed and approved by the landowner, the City and St. Johns River Water Management District.

Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

Natural vegetation areas shall be planned throughout the community to provide for maintenance of environmental assets and for passive recreation.

The parties have worked closely to draft language and provide for a regional, long-term plan for this area that benefits the City, the Public and provides a reasonable use for the landowner's property. Therefore, the parties agree that any amendment that changes this agreement by reducing the required standards will require a super majority vote of the New Smyrna Beach Commission with a minimum of four votes.

1. PROPERTY DESCRIPTION AND OWNERSHIP

a. The property subject to this Master Development Agreement ("Agreement") consists of approximately 1,618 acres of real property ("Property") and is described in Exhibit A.
b. The Owner holds sole title to the Property.

2. EXHIBITS AND DEFINITIONS:

The Exhibits listed below are incorporated by reference, and copies or reduced size copies are attached hereto. Copies of the Exhibits in 11x17 format shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and sketch.
Exhibit B: Conceptual Master Plan, dated February 28, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit C: Conceptual Residential Gradation Plan, dated February 16, 2024, prepared by Marquis, Latimer + Halback, Inc. showing density graduation in designated residential areas.
Exhibit D: Project Roadway Sections, dated April 16, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit E: Illustrative Design Guidelines
Exhibit F: Illustrative Examples of Community Features
Exhibit G: Map of Venetian Bay Community and the Utilities Commission Property

* Color copies of all exhibits on file with City.

The following terms are specifically defined as to their use within the provisions of the Deering Park Innovation Center PUD Master Development Agreement (MDA):

1. Cottage: Single-family, single-story home within a rental area. The home shall be less than 1,300 sq. ft.
2. Common Open Space: An area of land reserved primarily for the leisure or recreational use of the owners of a residential subdivision. Community pools, community centers, golf courses, parks, tot lots, mews, dog parks and other outdoor spaces intended for use by the residents of the residential subdivision shall be considered common open space. A minimum of thirty-five percent of the required Open Space shall be designated as common open space for any residential subdivision within

Deering Park Innovation Center PUD. Common open space shall meet the following standards:

(a) it shall be accessible to and usable by all residents of the residential subdivision, in which the Common Open Space is located; and

(b) its location, shape, size, character and use shall be illustrated on the Subdivision Plat for each residential subdivision; and

(c) maintenance guarantees shall be approved by the City Commission as part of the Subdivision Plat for each residential subdivision.

3. Mew: A shared outdoor open space or garden and surrounded by sidewalks and buildings but not streets. Street parking shall be provided near any mews.
4. Open Space: That portion of net land area not used for street right-of-way; off-street automobile parking and driveways; off-street loading; and maximum building lot coverage. Bicycle, walking and jogging paths, and other recreational facilities, plazas, undevelopable lot areas, including wetlands, and stormwater management areas outside of rights-of-way shall be considered open space. The plan for the entirety of Deering Park Innovation Center shall result in a minimum of 50% open space
5. Vegetated Buffer: If the land is already extensively vegetated, then the buffer will be comprised of existing natural vegetation with access as needed for maintenance, trails, and road crossings. If the buffer is required as a landscape buffer, Florida Native and Florida Friendly plant materials will be used in the creation of the buffer. The vegetation that is within the natural vegetation areas will remain, unless there are invasive species that are in conflict with the conservation management plan. All new plant material will be either Florida Native or Florida Friendly vegetation.
6. Venetian Bay Community: The area within the community known as Venetian Bay, as specifically provided on Exhibit 'G'.
7. Villa: Residential units composed of two units with one shared wall.
8. Zero-lot-line: Zero-lot-line property allows a building to be built to the very edge of the property line on at least one side.

3. <u>DEVELOPMENT PLAN</u>

a. City, Owner and Developer have designated the Property as "Deering Park Innovation Center at New Smyrna Beach" ("Deering Park Innovation Center").

b. The Property will be developed as a Mixed-Use Planned Unit Development ("PUD") pursuant to the City's Land Development Regulations ("LDRs"). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time the question, issue, or dispute arises shall control.

c. Development of the Property shall be consistent with Exhibit B - Conceptual Master Plan. The parties intend that Exhibit B is conceptual in nature which means it is an illustrative plan that demonstrates the vision for the Deering Park Innovation Center. The Conceptual Master Plan includes the planning framework for development throughout Deering Park

Innovation Center, subject to adjustment through the subdivision and site planning process for each phase. The Conceptual Master Plan is based on the development principles required by the City in its comprehensive plan and LDRs, including the PUD zoning for Deering Park Innovation Center. For every phase or project, a Site Plan, or Subdivision Plat must be reviewed by the Planning and Zoning Board and approved by City Commission, prior to commencement of construction. The applicant has provided illustrative design guidelines attached as Exhibit E and illustrative pictures of examples of community features attached as Exhibit F that shall be part of this review, as well as the location of streets, lots, preserve areas, and ponds, along with details relating to stormwater, landscaping, streetscapes, parks, sidewalks, and other items. The standard for review will be consistency with this PUD Master Development Agreement and the City Land Development Regulations. Residential development shall also be consistent with Exhibit C – Conceptual Residential Gradation Plan, as to basic areas of density. The Conceptual Residential Gradation Plan is illustrative in nature. The residential development shall be based on the overall concept of higher densities closer to job producing areas and lower densities further from such job producing areas. Actual locations shall be market driven and various types of residential development shall be permitted, provided that total residential development does not exceed the total residential units provided in this Agreement.

d. The parties anticipate the residential development to consist of approximately 25-40% multifamily residential and 60-75% single-family. The 2,150 total units are currently envisioned for 925 SF Detached, 250 SF Residential Rental, 375 SF Townhomes and 600 MF Apartments.
e. A maximum of 600 hotel rooms shall be permitted for the project. There shall be a maximum of 150 hotel rooms within the Innovation Park Development District, leaving up to 450 hotel rooms available for development in the other development districts as permitted herein.
f. The Property will be developed with a vegetated buffer along SR 44, a minimum of ~~50~~75' in depth, that provides a visual buffer along SR 44. The main entrance to the Deering Park Innovation Center shall be representative of Deering Park and New Smyrna Beach, in that it shall include mature and park-like landscaping. The intent is to reflect the Deering Park theme of "Living in a Park." The buffer may include an area for electronic signage for the City to provide messages to residents and visitors, in an appropriate location as agreed between the parties as to size, scale and design, and a regional bicycle trail segment.
g. Residential neighborhoods shall include 35% of the required Open Space to be provided as Common Open Space. The location of said Common Open Space will be determined during the Subdivision Plat process.
h. Amenities available to the general public shall include the land provided to the City for the City sports complex and regional park. Amenities for residents will be appropriate to the neighborhood size and will be determined in each residential subdivision, or residential site plan, and may include, but are not limited to, trailheads, tot lots, pocket parks, dog parks, pools, community centers, pickleball courts or tennis courts. However, there must be a mix of amenities in the overall development, including at least one of each of the previously named amenities. Each neighborhood or residential area must include at least one amenity that is appropriate for the neighborhood or residential subdivision or residential site plan. For neighborhoods of 200 residential units or larger, amenities shall include one of the following larger amenities: a pool, a community center, a pickleball court or a tennis court or some combination of amenities approved by Planning staff to

provide appropriate amenities for the neighborhood. Amenities that are planned for each neighborhood or residential areas as part of the approved subdivision or site plan shall be constructed and open prior to the certificate of occupancies issued for 50% of the homes in the neighborhood or residential area.

4. STORMWATER MANAGEMENT SYSTEM PLAN

An integrated and comprehensive stormwater master plan including lakes, ponds, conveyances, drainage and retention facilities will be designed, permitted, constructed, and maintained in accordance with the standards of and permits to be issued by the St. Johns River Water Management District. Stormwater retention and drainage systems shall be designed and permitted as each project phase is designed and approved as part of a master stormwater system as described herein. Each phase of said stormwater system shall provide a minimum of ten (10%) per cent more capacity than necessary for that phase until the master system is complete, however stormwater runoff from the overall site will be less than or equal to stormwater runoff from the undeveloped site. Collection and transmission facilities shall be located pursuant to the approved site plans and/or plats.

Prior to any development of the site:

a. Deering Park Innovation Center shall complete at its expense a Stormwater Management and Runoff study to determine the existing runoff based on current conditions and runoff impacts that take into account revised climate and storm occurrence data in order to design an integrated stormwater master plan that directs stormwater into the south conservation easement areas and does not allow any runoff from the site into the Venetian Bay Community and the Utilities Commission Property, as identified in Exhibit G.
b. Deering Park Innovation Center shall be designed as a unified project for the purpose of stormwater management. Although individual projects and phases will be developed throughout Deering Park Innovation Center, overall stormwater management will be designed in a manner to ensure that stormwater runoff to adjacent parcels resulting from development within Deering Park Innovation Center shall be equal to or less than stormwater runoff immediately prior to development based on the prevailing stormwater event/rainfall movement at the time of development, to consider sea level rise projections set forth in the NOAA Intermediate, as amended.
c. Stormwater design and construction shall prevent negative stormwater or flooding impacts to offsite properties from the site and shall be designed to have no impact on existing development or neighborhoods. Additionally, the stormwater management system shall be designed to ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.
d. Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100-year flood elevation is provided at a rate of 150% of actual floodplain impacts.
e. The Property may be developed with the use of master shared stormwater systems to minimize timeframes for development and encourage investment by job creators and

to provide a system capable of preventing stormwater impacts during peak storm events.

f. Deering Park Innovation Center has the ability to legally access and assist in the restoration of thousands of acres of conservation lands located south of Deering Park Innovation Center. It is the intent of Deering Park Innovation Center to design and permit a stormwater management system that re-directs stormwater runoff from the Deering Park Innovation Center stormwater management system from the west to the south, as means to increase stormwater capacity and to help restore the ecosystem within these conservation areas. However, no stormwater runoff from the Deering Park Innovation Center is permitted to flow into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

g. Excluding the construction of Williamson Boulevard and the Deering Park SUNTrail bicycle trail segment, which may provide a separate stormwater system, a condition of development within Deering Park Innovation Center shall be that the Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System obtain an easement for the re-direction of stormwater through and to the conservation easement areas south of the project within Deering Park North and, potentially, the Farmton Local Plan tracts. Prior to permitting, the Owner or Developer shall be required to provide proof of said easement to the City. The parties will encourage the County to consider the potential for incorporation of Williamson Boulevard stormwater within the comprehensive stormwater management system.

h. The design for the comprehensive stormwater management redirection into the conservation easement areas shall not impact or add to the stormwater management system for Deering Park North or Deering Park Center. Deering Park Innovation Center shall design and submit permits for such stormwater flow re-direction, which shall include provisions that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

i. Deering Park Innovation Center shall design and submit permits for the comprehensive stormwater system to ensure that stormwater runoff through existing culverts under I-95 to the east will be less than or equal to the current stormwater runoff through these culverts from the undeveloped site. However, no stormwater runoff from the Deering Park Innovation Center is permitted to flow into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

j. The City of New Smyrna Beach shall evaluate the comprehensive stormwater and floodplain management plan during the permitting process to assess whether the goals enumerated herein have been met.

k. Upon the design and permitting of the comprehensive stormwater management system, Deering Park Innovation Center shall make a presentation to the Planning and Zoning Board and the New Smyrna Beach City Commission to provide evidence of the lakes and conveyance system, anticipated capacity, and direction of runoff. This presentation shall include how the stormwater management system meets the goals provided in this section.

Accountability for the Deering Park Innovation Center Stormwater Management System:

l. Annual Analysis of Stormwater Management System: The Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System, shall be required to provide an annual analysis of said stormwater management system to the City of New Smyrna Beach for review to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, ensuring that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G. If the system is not functioning as designed or complying with the issued permits, the City shall issue a code compliance violation and allow for a 90-day compliance period prior to further code compliance action. In the event the issue is not cured within 90 days, City may hold all development permits and approvals for that part of the development that would impact the malfunctioning area, with the exception of any permit needed to fix the issue.

m. Cost of Analysis: Subsequent to the design and permitting of the stormwater management system, a professional engineer shall provide a cost estimate for the cost of an annual analysis of said stormwater management system to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, the requirement that the stormwater management system shall be designed and function to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

n. Stormwater Management Bond or Letter of Credit: The Stormwater Management System will be a comprehensive system that will provide proper stormwater management, as designed and permitted, for the entire Deering Park Innovation Center. As each portion of the system is constructed, the Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System shall provide a Stormwater Management Bond or Letter of Credit to ensure the City's ability to rapidly repair the section of the System in the event the Developer or entity required to maintain the system has not done so in accordance with this PUD. Subject to approval by the City Engineer, the project engineer, shall provide a signed and sealed cost estimate as part of the permitting of the system that is appropriate for the cost of potential necessary repairs of the system or any adjustments to the stormwater management system to ensure continued compliance with the permitted stormwater management system based on said analysis. Deering Park Innovation Center shall provide to the City a 10-year maintenance bond or letter of credit for 10% of the cost of the comprehensive stormwater management system for five years, and 5% of the cost of the comprehensive stormwater management system for the remaining five years to cover the estimated cost of any repairs or adjustments that may be necessary in the future based on the engineers cost estimate. In the event of a deficiency between the bond and the actual cost of a repair or adjustment, the Developer or entity required to maintain the system shall provide the cost differential to the City. The determination

of the total amount of the cost estimate and placement of the stormwater maintenance bond or letter of credit shall be a condition of the issuance of the City mass grading permit for each portion of the system. Any indication by the annual analysis or from other sources that indicate that stormwater management system needs to be repaired or rebuilt to ensure compliance with the terms of this agreement, shall entitle the use of the stormwater management bond or letter of credit. In the event notice is given of a violation and that actions are necessary to correct the violation, the Developer or entity responsible for the maintenance shall have 90 days to come into compliance prior to the City invoking the maintenance bond.

o. Responsibility for Maintenance of Stormwater Management System: Proper maintenance of the master stormwater system is essential and shall be the responsibility of Deering Park Innovation Center. The cost of maintenance for the master stormwater system shall be the responsibility of either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

Construction of Comprehensive Stormwater Management System:

p. As Built Survey: Construction of the Deering Park Innovation Center comprehensive stormwater management shall comply strictly with the terms of all permits, including permits from the St. Johns River Water Management District and City of New Smyrna Beach, and shall provide an as built survey by the project surveyor, to be reviewed and confirmed by an independent surveyor separate from the project surveyor, to the City to confirm compliance of construction with permits.

q. Compliance with New Smyrna Beach standards: Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100-year flood elevation is provided at a rate of 150% of actual floodplain impacts.

r. City facilities integration with regional stormwater management system: Deering Park Innovation Center agrees to provide offsite stormwater retention capacity as part of the comprehensive stormwater management system for all city construction on the Regional Park/Sports Complex and the Police Facilities Site.

5. TRAFFIC MANAGEMENT

a. GOALS: One of the goals of Deering Park Innovation Center is to properly plan for traffic management for the areas west of Interstate 95 in a regional manner. By providing for appropriate uses to encourage community capture, planning for a mixed use live, work and play community to encourage internal capture, and providing for alternative community connections such as the Williamson Boulevard extension and road connectivity to reduce trips on SR 44, Deering Park Innovation Center will mitigate trips generated by the community.

b. COMMUNITY CAPTURE: In transportation planning, the basis of understanding vehicle traffic flow is where trips are produced (i.e. residential units) versus where trips are attracted (e.g. employment, retail or recreation land uses). The exchange of vehicles between these production areas and attractions on road networks clearly defines travel patterns. The creation of a mixed-use commercial village will result in increased traffic

Community Capture for trips originating west of Interstate 95 that previously would be forced to continue east along State Road 44 to obtain goods and services lacking on the west side of the Interstate. A sub-area traffic study will be conducted, in cooperation with the City of New Smyrna Beach, to review this issue and the impacts on State Road 44 prior to the approval of Phase 1 development.

c. INTERNAL CAPTURE: In certain mixed-use developments like Deering Park Innovation Center, a portion of trips generated by the development remain within the project boundaries which minimize impacts to external roadways. This is known as "internal capture." Certain combinations of residential and non-residential mixed uses have shown this internal capture rate to be more than 30% of total trips generated. Deering Park Innovation Center has potential for increased internal capture which will be analyzed as part of the sub-area traffic analysis, and again in individual TIA's for each phase prior to development.

d. NORTH-SOUTH THOROUGHFARE ROAD: Willamson Boulevard segments, which connect to State Road 44, are required to be built as part of the thoroughfare spine road to allow for improvements within and around those segment areas within the PUD. The landowner has already dedicated a 200' right-of-way with agreed upon alignment to Volusia County from State Road 44 to the Edgewater municipal boundary through the Deering Park Innovation Center to allow a connection with Indian River Boulevard. Williamson Boulevard has been constructed as a major thoroughfare from Ormond Beach to Pioneer Trail. The Owner has deeded a 200-foot wide right of way to Volusia County from SR 44 to allow connection with Indian River Boulevard in Edgewater. Volusia County has also obtained a right of way between SR 44 and Pioneer Trail and will now be able to extend and complete the Williamson Boulevard Thoroughfare.

e. COMMUNITY CONNECTIONS:

   i. A connecting road is planned to connect Deering Park Innovation Center with the project known as South Village to the west of Deering Park Innovation Center allowing traffic between the projects to remain off of State Road 44.

   ~~ii.~~ As to a roadway connection between the project and parcels north and east of Deering Park Innovation Center, known as Ocean Gate and the King-O'Reilly parcel, the City agrees that at the time of development of the King-O'Reilly Parcel, or of the amendment of the Ocean Gate PUD, the City will require all developers to design and dedicate right of way that provides for a mutually agreeable means to connect these parcels and projects with Williamson Boulevard in Deering Park Innovation Center in order to avoid additional traffic on SR 44. Deering Park Innovation Center agrees to construct a road that connects to Ocean Gate/King-O'Reilly parcel road system when needed.

   iii. As to a roadway connection to a potential bridge crossing (flyover of) Interstate 95 for a potential future connection by Volusia County or other parties to 10th street to the east of I-95, Deering Park Innovation Center shall be responsible for providing the required right-of-way and the construction of the connecting road within Deering Park Innovation Center from Williamson Boulevard to the west landing of any such bridge built by Volusia County or other parties. Other than the requirement to provide right-of-way, this potential future bridge crossing is not required by or a component of the Deering Park Innovation Center project.

   iv. As to a roadway connection to and through Deering Park North, the landowner has dedicated a 200' right-of-way with agreed upon alignment to Volusia

County from State Road 44 to the Edgewater municipal boundary and through Deering Park North to Indian River Boulevard.

v. Planning for Traffic Connectivity: Residential subdivisions shall be designed for connectivity with other residential and non-residential areas, provide alternative travel routes, and minimize the use of cul-de-sacs.

f. TRAFFIC CALMING: Residential and non-residential areas shall employ road and street designs that emphasize the need for traffic calming and avoidance of areas or design that encourage speeding though such areas. Calming techniques may include but are not limited to road alignments, raised intersection tables, lane narrowing, landscaping, hardscaping, signage, and other appropriate techniques.

g. TRAFFIC IMPACT ANALYSIS AND ROAD IMPROVEMENTS: There are no timelines for construction within Deering Park Innovation Center. This MDA provides for long-term planning for the subject property. As phases are built, traffic impact analyses are required for each phase to determine the existing background traffic and impact of proposed new plans and construction. Said traffic impact analysis for each phase shall determine any Accessory Dwelling Units (ADUs) that have been built and incorporate said ADUs into the traffic analysis.

i. Prior to any development within Deering Park Innovation Center, a sub-regional traffic analysis will be provided to the City, FDOT, and County for approval, and will be updated in conjunction with each phase of development. The sub-regional analysis will address the internal capture rate and community capture rate and refine them phase by phase. This will be adjusted with each individual TIA for the phase and then prior to commencing a new phase, the sub-regional traffic analysis will be adjusted accordingly.

ii. In addition, the parties agree that individual Traffic Impact Analyses (TIAs) will be conducted within Deering Park Innovation Center within each phase as they come on-line for development. The TIAs will be conducted according to the then-current TPO guidelines and will include the cumulative development within Deering Park Innovation Center approved as of each successive study.

h. ADDITIONAL ANALYSIS TO SUBSTANTIATE INTERNAL CAPTURE: The City recognizes that the actual development impacts of the project may change due to the mixed-use nature of the project, projected non-residential buildout horizon and future growth of the area. Therefore, in order to accommodate unanticipated development changes within the project, additional analysis to substantiate internal capture shall be provided as part of each site plan and subdivision plat submittal as part of an individual phase to the City.

i. ALTERNATIVE MODES OF TRANSPORTATION: The reliance on vehicular travel is a societal norm particularly in the state of Florida where mass transit is limited. Multiple studies have shown the benefits of walkable places which create spaces for people to interact and bond. These walkable communities also become venues for exercise. Deering Park Innovation Center will epitomize this multi-modality with its interconnected road system enhanced with an extensive network of trails. Land uses will be sited in proximity to complementary uses to encourage traveling on foot, personal electric vehicles, scooter, or bicycle. The owners are committed to development of both a multi-modal plan and a traffic impact mitigation plan. Personal electric vehicles must comply with state, county and local regulations and will not be able to be used by minors within Deering Park Innovation Center. Additionally, the SUNTrail bicycle and pedestrian network does not permit the use of electric vehicles.

j. LOW SPEED VEHICLES: Low speed vehicles shall be permitted on streets within Deering Park Innovation Center but shall not be permitted on Williamson Boulevard, other than at designated crossings, and on designated multi-use paths within the community that are at least twelve feet (12') wide. All low speed vehicles operating upon properly designated streets shall meet the minimum equipment standards and be operated in accordance with Florida Statutes, as may be amended from time to time.

6. OVERALL PROPERTY CRITERIA

The intent of Deering Park Innovation Center is to encourage job producing mixed-use development with retail, commercial, hotel, restaurant, corporate offices, light industrial, research, office, parks, and other similar uses within proximity to residential areas and with internal vehicular, bicycle, and pedestrian access between such uses. High, medium, and low-density residential uses will be located strategically to provide attainable housing and reduced traffic, locating residential areas near the job producing areas. The following Development Districts, as shown on the attached Conceptual Master Plan, shall apply pursuant to the terms of this PUD. The actual location of said Development Districts may be adjusted but the acreages shown for the Development Districts shall remain consistent. However, although the parties have agreed upon a minimum of 68 acres for dedicated public use areas, the parties may agree upon the dedication of additional public lands, such as a potential school site or additions to the Regional Park/Sports Complex, Police Station, and Utility Use area. Deering Park Innovation Center is permitted to add such public areas over and above these 68 acres of public lands, without adding additional acreage to Innovation Park Development District.

DEVELOPMENT DISTRICTS:

A. Mixed-Use/Commercial Village is a mixed-use designation designed for commercial, retail, hotel, restaurant and entertainment uses, such as movie theaters and art shows, along major arterial corridors, and some medium-density or high-density residential uses to encourage pedestrian, bicycle access, personal electric vehicles and low speed vehicles. The goal of said Commercial Village is to provide a unique, upscale destination and meeting place that provides the necessary commercial and office uses to service the area west of Interstate 95, thereby increasing quality of life and reducing length of trips. The mixed-use area adjacent to the northernmost roundabout as shown on the Conceptual Master Plan (Exhibit B) shall encourage neighborhood commercial and services to provide for the residents of Deering Park Innovation Center. The small Mixed-Use/ Commercial area shown on the Conceptual Master Plan that is east of the main Williamson Road entrance to Deering Park Innovation Center and immediately adjacent to the existing Racetrac gas station and convenience store shall be required to have a 25 ft. vegetative buffer with a 12' wide paved multi-use trail connecting to the SUNTrail network along SR 44 and is only permitted to have a right in/right out ingress and egress to and from SR 44. This small parcel will not connect to the balance of the project to minimize impact to the adjacent wetland system. Uses within the Mixed Use/ Commercial Villages shall comply with the City noise ordinances.

B. Innovation Park is a mixed-use designation designed for corporate headquarters, light industrial, research, hotel (150 room maximum), small non-retail business, and office uses balanced with no more than twenty (20) percent of net usable acreage allowed for medium-density or high-density residential to encourage pedestrian and bicycle access for job producing area. The City agrees that this area provides for potential job producing areas and specifically is consistent with the New Smyrna Beach Comprehensive Plan provision for the Commercial Space Industry Opportunity Overlay Zone. The City and Owner will work

together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop "pad-ready" sites for office and light industrial uses for the project. A "pad-ready" site would be defined as a subdivided lot, with vehicular access and utilities provided to the site and provision for stormwater capacity within a master or sub-master stormwater system that could accommodate the impervious surface areas to be placed on said "pad-ready" site, as well as required landscape buffers. This collaboration does not require any financial contribution by the City.

C. Residential Rental Village is the designation for commercial rental communities that may include detached homes, cottages, and bungalows of no less than 800 square feet, duplex units of no less 800 square feet, townhouses, and multi-family apartments. Such commercial rental communities will be maintained as a single parcel for each project and shall not be permitted to be subdivided or sold as individual homes.

D. Residential is the designation for neighborhood residential areas that will contain a diversity of housing options with the goal of providing pedestrian and multi modal connections to nearby job producing areas. The densities of such Residential areas shall be based on proximity to the job producing and urban commercial uses to encourage pedestrian and bicycle access as depicted on Exhibit C. Therefore, areas designated residential in the southern portion of Deering Park Innovation Center, adjoining a large conservation area, should be reserved for low-density residential. The wavy boundaries between residential density categories provided on Exhibit C showing a graduation of density, from low density nearest to the conservation areas to high density closest to job creation areas, are approximate and provided to illustrate the concept, with actual density locations to be adjusted during the subdivision process. In no event shall overall project density exceed the maximum number of 2,150 residential units within Deering Park Innovation Center. The intent is to provide a wide range of housing types, sizes, and pricing, with higher densities closest to the intensive non-residential uses. Owner agrees and stipulates to prohibit short term rentals, of less than six (6) months, within the Residential District and in every Homeowners Association, which shall enforce such prohibition. Accessory dwelling units (ADUs) of no more than 800 square feet will be permitted within the Residential District. An Accessory Dwelling Unit (ADU) is a secondary residential unit that shares a building lot with a larger primary home. ADUs often provide additional living space for family members or generate rental income, but they cannot be bought or sold separately from the primary home. No more than one ADU per single family lot is permitted and the number of ADUs allowed within the development cannot exceed the number of single-family dwellings constructed. Said ADUs are permitted as part of single-family residential areas. Said ADUs are only permitted as part of the initial construction of the primary dwelling and shall not be allowed as additions once the primary dwelling unit has received its initial certificate of occupancy. Such ADUs shall not count against Deering Park Innovation Center's cumulative total density. All ADUs shall provide for one (1) additional parking space, on the lot, above the principal unit's required parking count.

E. Regional Park/Sports Complex is a recreation use area contemplated to be dedicated to the City of New Smyrna in exchange for park impact fee credits. The complex site shall be a minimum of 50 acres and the actual dimensions will be determined as part of the Williamson Boulevard segment construction review. It is the goal of both parties that the width of the park area should be approximately 550 feet and the parties will work together on plans to achieve this result. Since wetland jurisdictional lines have not been established in this area, it is important to provide that it is a goal of the parties that the land provided to

the City is not primarily wetlands that would increase the costs of development but should be primarily uplands. Deering Park Innovation Center shall provide a site that is a minimum of 85% developable and reasonably contiguous uplands. The City and the developer will work together, once jurisdictional lines are established, to provide an area appropriate for the use contemplated by the City for this regional park/sports complex. The City may use this property for any recreational or community use, including, but not limited to parks, sports fields, and a community center, provided such center is not used for incompatible uses such as medical uses, drug treatment centers, transient housing, or homeless shelters. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time of the City's choosing. Access to said parcel is planned via a future east west road from Williamson Boulevard and transfer should only occur upon ability for the City to access said parcel via public roads or rights-of-way. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the public facilities contemplated, which are at a minimum, sport fields for the public, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the regional park / sports complex area shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues or CDD assessments, nor shall the City have a voting interest in the POA or CDD. Deering Park Innovation Center agrees to provide stormwater retention capacity for this area as part of the comprehensive stormwater management system for city construction on the parcel. Deering Park Innovation Center shall be responsible for providing road access and utility lines to the boundary of the City parcel, at no cost to the City, as part of the development of that section of Deering Park Innovation Center

F. Natural Vegetation Areas: Planning for Deering Park Innovation Center shall include the requirement for a connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center. This connection will expand the habitat corridor connecting to the existing corridor to the south in Deering Park North.

1. Deering Park Innovation Center will include a minimum of 400 acres of Natural Vegetation Areas to be established through the permitting, site plan and/or plat process.
2. There have been no jurisdictional wetland determinations on this site. The applicant, in working with planners and city staff, have used the best available information to determine appropriate planning areas for natural vegetation areas. Jurisdictional determinations and wetland lines will be determined as part of the permitting and site plan and/or plat process.
3. Natural Vegetation areas shall be placed within a conservation easement consistent with the terms of this Agreement, and maintained in conservation as

provided herein, without cost to the City of New Smyrna Beach, after issuance of and in accordance with St. Johns River Water Management District and other required environmental permits.

4. These conservation easements will prevent any development not specifically allowed. Public trails will be permitted within the conservation easement areas. The conservation easements will be provided to two or more beneficiaries to layer those easements and facilitate perpetual conservation. The City of New Smyrna Beach shall be one of the beneficiaries, if they chose to accept the conservation easement.
5. The landowner has already caused the creation of 46,000 acres [over 71 square miles] of connected wildlife corridors by placement of lands in conservation easements. The Natural Vegetation Areas within Deering Park Innovation Center will connect to and extend these conservation areas into New Smyrna Beach. The Natural Vegetation Areas will be maintained in perpetuity, without cost to the City, based upon the terms of the conservation easements. The costs for such maintenance of the conservation easement shall be borne by either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

G. Police Facilities Site is a municipal use for a potential police station site as shown on the Conceptual Master Plan contemplated to be dedicated to the City of New Smyrna Beach in return for Police impact fee credits. Said site shall be of sufficient size to accommodate a police substation and shall be a minimum of 10 contiguous and developable acres. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time of the City's choosing. Access to said parcel is planned via Williamson Boulevard and a future east west two-lane road into Innovation Park and transfer should only occur upon the ability for the public to access said parcel via public roads. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the police substation facilities contemplated, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures on this site consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the police facilities site shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues or CDD assessments, nor shall the City have a voting interest in the POA or CDD. Deering Park Innovation Center agrees to provide stormwater retention capacity for this area as part of the comprehensive stormwater management system for city construction on the parcel.

H. Density: As defined, Low Density is 0-5 units per acre; Medium Density is 5-8 units per acre and High Density is 8-18 units per acre.

I. Vegetated Buffer Requirements for Perimeters:

1. The perimeter of Deering Park Innovation Center along the South Village project shall have a minimum 20' wide vegetated buffer.
2. The perimeter of Deering Park Innovation Center adjoining the conservation easement on the south side of Deering Park Innovation Center that is part of the Deering Park North project shall have a minimum 50' wide vegetated buffer.
3. The perimeter of Deering Park Innovation Center along State Road 44, with the exception of the access to Williamson Road and the small mixed-use area next to the Ocean Gate subdivision, shall have a minimum 75' vegetated buffer, which will include within the buffer a 12' wide paved multi-use trail connecting to the SUNTrail network.
4. The area adjoining Williamson Boulevard shall have a minimum 20' vegetated buffer for all areas not used by access points or road right-of-way. Multi-modal trails or sidewalks may be within said vegetated buffer areas and shall incorporate native vegetation or trees in the design of any such multi-modal trail or sidewalks.
5. No perimeter buffer shall be required along the perimeter boundary with the eastern side of Deering Park North in light of the similar mixed-use of the adjoining property.
6. No perimeter buffer shall be required along the boundary with Interstate 95 in light of the intent to design and showcase businesses to be located along the interstate, unless the rear facing portion of the building is directly adjacent to Interstate 95 in which case a minimum 50-foot vegetated buffer shall be required. Any rear facing portions of buildings directly adjacent to Interstate 95 shall be landscaped to hide any loading docks or other rear areas that do not showcase the business.
7. The perimeter of the Residential Rental Village area shall have a minimum 20' vegetated buffer. No landscape buffers are required for individual cottages or homes within the Residential Rental Village area, unless they are located directly adjacent to Interstate 95, in which case the minimum 50-foot vegetated buffers shall be required.

DISTRICT SPECIFIC DEVELOPMENT CRITERIA. The following development criteria shall apply to the Districts within the Property:

INNOVATION PARK

NON-RESIDENTIAL

- Minimum lot area: 5,000 square feet
- Minimum lot width: Deering Park Innovation Center light industrial or office uses may be subdivided into 18' wide lots, an appropriate number of such lots shall then be combined to meet "building site" requirements including all minimum lot area and other standards.
- Maximum building height: 75 ft.
- Maximum building coverage: 50%
- Setbacks:
    - Other than 25 ft. vegetated setback from Williamson right-of-way all structures erected shall have -0- foot lot setback lines from lot lines located within the Property.
    - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.

- All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.

- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
  - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
  - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
  - The maximum room size does not include any balcony, porch or deck area connected to the unit.
  - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

MIXED-USE/COMMERCIAL

NON-RESIDENTIAL

- Minimum lot area: No minimum required.
- Minimum lot width: No minimum required.
- Maximum building height: 75 ft.
- Maximum building coverage: 80%
- Setbacks:
  - Other than 25 ft vegetated. setback from Williamson Boulevard right-of-way and 50 ft. vegetated setback from SR44 right-of-way, all structures erected shall have -0- foot lot setback lines from lot lines located within the Property
  - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
  - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
  - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
  - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
  - The maximum room size does not include any balcony, porch or deck area connected to the unit.
  - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

RESIDENTIAL RENTAL VILLAGE:

- Cottages:
    - Cottages do not require road frontage and may face a mew or other green space.
    - Maximum building height: 35 ft.
    - Single parcel for commercial cottages project with no individual lots
    - Minimum living area per dwelling unit:
        - 1 Bedroom: 600 sq. ft.
        - 2 Bedrooms: 800 sq. ft.
        - 3 Bedrooms: 1,000 sq. ft.
    - Minimum building setbacks:
        - Side: 5 ft.
        - Side Street: 10 ft.
        - Front: 15 ft.
        - Rear: 10 ft.
    - Minimum building separation: 10 ft.
- Multifamily:
    - Maximum building height: 75 ft.
    - Minimum lot area: 6,500 sq. ft.
    - Minimum lot width: 65 ft.
    - Minimum lot depth: 100 ft.
    - Minimum living area per dwelling unit:
        - 1 Bedroom: 600 sq. ft.
        - 2 Bedrooms: 800 sq. ft.
        - 3 Bedrooms: 1,000 sq. ft.
        - 4 Bedrooms: 1,100 sq. ft.
    - Maximum building coverage: 35%.
    - Minimum building setbacks:
        - Side: 25 ft.
        - Side Street: 25 ft.
        - Front: 25 ft.
        - Rear: 25 ft.
    - Minimum building separation: 30 ft.
    - Minimum open space: 20%
    - Common open space: 25% of open space
- Duplexes:
    - Maximum building height: 35’.
    - Minimum lot area: 3,000 sf.
    - Minimum lot width: 30’ per dwelling unit and 60’ per building.
    - Minimum lot depth: 100’.
    - Maximum building coverage: 70%.
    - Minimum building setbacks:
        - Interior Side: 5’ (end units only); however, no side setback shall be required for property line along common wall.
        - Side Street: 10’.
        - Front: 20’.
        - Rear: 5’.
    - Minimum open space: 20%.
- Townhomes:

- Maximum building height: 35 ft.
- Minimum lot area: 1,800 sq. ft.
- Minimum lot width: 18 ft.
- Minimum lot depth: 100 ft.
- Minimum living area per dwelling unit: 750 sq. ft.
- Maximum building coverage: 90%
- Minimum building setbacks:
  - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
  - Side Street: 10 ft.
  - Front: 20 ft.
  - Rear: 5 ft.
- Minimum spacing between buildings: 10 ft.
- Minimum open space: 20%

RESIDENTIAL

- Single-family detached dwellings:
  - Maximum building height: 35 ft.
  - Minimum lot area: 5,500 sq. ft. however staff may permit reduced lot areas designed consistent with new urbanism principles including access alleys and rear loaded garages.
  - Minimum lot width: 50 ft.
  - Minimum lot depth: 110 ft.
  - Maximum building coverage: 70%
  - Minimum building setbacks:
    - Side: 5 ft.
    - Side Street: 10 ft.
    - Front: 20 ft. however, front setback may be reduced to 10 ft. if unit is alley loaded without garage access to front street or if the unit has a side entry garage, so long as there is no conflict with any utility easement.
    - Rear: 15 ft., unless there is a rear-loaded garage in which case the minimum driveway depth shall be 20 ft.
  - Minimum open space: 20%.
  - Minimum accessory structure setbacks:
    - Pool: 5 ft.
    - Pool equipment: 5 ft.
    - Screen enclosure 5 ft.
    - Shed: 5 ft.
    - Generators/other mechanical equipment: 1.5 ft., however, generators must maintain a 10 ft. separation from all operable windows on adjoining lots.
    - Eaves: 3 ft.
  - Accessory structures shall not be located within required front or side setbacks.

- Duplexes:
  - Maximum building height: 35 ft.

  - Minimum lot area: 3,000 sq. ft.
  - Minimum lot width: 30 ft. per dwelling unit and 60' per building.
  - Minimum lot depth: 100 ft.
  - Maximum building coverage: 70%.
  - Minimum building setbacks:
    - Interior Side: 5 ft. (end units only); however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum open space: 20%.
- Townhomes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 1,800 sq. ft.
  - Minimum lot width: 18 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit: 750 sq. ft.
  - Maximum building coverage: 90%
  - Minimum building setbacks:
    - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum spacing between buildings: 10 ft.
  - Minimum open space: 20%
- Multifamily:
  - Maximum building height: 75 ft.
  - Minimum lot area: 6,500 sq. ft.
  - Minimum lot width: 65 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
    - 4 Bedrooms: 1,100 sq. ft.
  - Maximum building coverage: 35%.
  - Minimum building setbacks:
    - Side: 25 ft.
    - Side Street: 25 ft.
    - Front: 25 ft.
    - Rear: 25 ft.
  - Minimum building separation: 30 ft.
  - Minimum open space: 20%
  - Common open space: 20% of open space
- Rear loaded homes, with garages facing alleys as opposed to streets, are permitted in all residential categories.

- Parking: Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking. Parking along residential streets shall be specifically prohibited except for specifically designated parking spaces within widened street areas.
- Sufficient driveway area, either in the front or rear garage access, is required to provide for sufficient parking on each lot. Therefore, for front loaded lots the driveway shall be no less than 25 ft. from the garage to the nearest sidewalk edge, and for rear loaded lots, the driveway will be no less than 20 ft. from the garage to the nearest alley edge of pavement. Porches may extend beyond garages and shall require a 5 ft. setback from the nearest sidewalk edge. Driveways may be curved into the garage (side entry) and therefore front property setbacks for side entry garages will be no less than 10 feet so long as there is no less than 25 ft. from the garage door to the nearest sidewalk edge. However, in no event shall any building interfere with an existing utility easement.
- Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.

MAXIMUM ENTITLEMENTS: Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

CONCEPTUAL MASTER PLAN: The City acknowledges that the location of proposed phases shown on the Conceptual Master Plan may shift to ensure sound, long range planning and development of the Property. Although Deering Park Innovation Center is designed and intended to be a mixed use project, with different uses near to or adjacent to each other, Deering Park Innovation Center and the City acknowledge that certain uses may be incompatible with residential neighborhoods and therefore, the Deering Park Center and the City shall be sensitive to placement of certain uses near or adjacent to residential neighborhoods without appropriate mitigation or buffering. The location of land uses, roadways and trails as provided in the Conceptual Master Plan may be altered as the Property is developed over time in accordance with the planning framework as shown on the Conceptual Master Plan, although the total acreages for Mixed-Use and Innovation Park development districts shall not be reduced. Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to issuance of the first certificate of occupancy for that phase.

Owner will subdivide the Property in phases and in accordance with the requirements of the City's LDRs in effect at the time of development. As part of the subdivision process, Owner will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing on-site detention/retention facilities as required by St. Johns River Water Management District permitting requirements. Site development approval is contingent upon approval of the final plat of each phase of the Property. A site plan is required for any Residential Rental Village community within an approved parcel and said community is not permitted to subdivide to allow for sale of individual homes. Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways.

CONSTRUCTION CONSISTENCY WITH DEERING PARK INNOVATION CENTER PUD MDA: There are a substantial number of requirements for the Developer that are provided within the Deering Park Innovation Center PUD Master Development Agreement. Many of these standards and requirements, such as stormwater management design review and permitting and conservation easements, are required to be in place prior to any construction. It is important that staff is able to easily determine all such requirements and whether the Developer has met those requirements. The Owner and Developer shall work with the staff to prepare a standard checklist of all such requirements to allow staff to review and confirm compliance for every new plat or site plan to ensure that any construction is consistent with the requirements of the Deering Park Innovation Center PUD. A copy of said checklist showing compliance with every requirement shall be part of the record for every plat or site plan review.

PHASING AND PRIORITY OF MIXED USE NON-RESIDENTIAL DEVELOPMENT: Development is expected to be completed in multiple phases as generally shown on the Conceptual Master Plan, and individual phases may be developed and constructed simultaneously and/or in any order, subject to the restrictions below.

i. Residential Phasing: The City and Owner agree that the intent is to provide for a mixed-use community, rather than a residential community without job producing or other non-residential uses.
ii. Residential Unit Mix: Multi-family, townhouses, villas, and build-to-rent will be located near job-producing or other non-residential uses to support recruitment of non-residential development. Single-Family areas will be located further away from the non-residential development.
iii. Phasing of Residential and Non-Residential: The City and owner agree to the following additional limitations on the issuance of building permits for single-family residential development:
    1. No building permit for residential will be issued earlier than 3 years after the approval and recording of this Agreement.
    2. In addition to the 3-year period, the parties agree to further restrict the timeframe for residential development as follows:
        a. No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City. Completion of construction shall be defined as a construction of a building that has received a final certificate of occupancy.
        b. After a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development has been approved by the City, subdivision plats for residential may be submitted to the City pursuant to Table 1.

Table 1 (Residential Phasing Restrictions)

Phase	Start Date*	# of units	Total # of units
I	Start Date	600	600
II	Start Date + 2 years	600	1,200
III	Start Date + 4 years	400	1,600
IV	Start Date + 5 years	550	2,150

*The residential start date shall be the date that 500,000 square feet of non-residential has been constructed and site plans are approved for additional non-residential development within Deering Park Innovation Center at or above 500,000 square feet.

Accelerator Clause: The Table 1 schedule for residential phasing shall be accelerated by 1 year for every additional 1 million square feet of site plans approved for non-residential development, with a minimum of 500,000 square feet having been constructed for each million approved. For example, if, after the initial construction and site plan approval has been provided to allow for a start date, and it is beyond the three-year time restriction, then if 2 million additional square feet of non-residential development site plans are approved, with 1 million of those square feet constructed, then the schedule for Phases II, III & IV would be accelerated by 2 years. Under no circumstance shall any residential building permit be issued earlier than 3 years after the approval and recording of this Agreement.

7. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A . The comprehensive plan designation for the site is Industrial Mixed Use. City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Owner shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Owner specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Owner will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. Each project within Deering Park Innovation Center shall require site plan reviews or subdivision plats that will be reviewed by the Planning and Zoning Board and City Commission to determine consistency with the New Smyrna Beach Comprehensive Plan, this PUD MDA and the New Smyrna Beach Land Development Regulations as provided herein.

8. SPECIFIC PERMITTED USES:

Deering Park Innovation Center intends to utilize a flexible approach including but not limited to, innovative land use techniques, creative urban design, environmental protections and the judicious use of sustainable development practices and principles. To meet the aforementioned goals, the following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein. Any use not listed is prohibited; however, City staff may permit a use after making an administrative similar use determination that proposed use is similar, appropriate, and consistent with the intent of the existing permitted uses. Appeals of staff determinations may be made to the Planning and Zoning Board, who shall have final decision-making authority.

A. Bona Fide Agricultural Uses: The parties specifically agree that the current use of the Property is bona fide commercial agriculture, including but not limited to timber and cattle, and that so long as Owner continues to use the Property for bona fide commercial agriculture, it shall be a permitted use under the terms of this PUD. Bona fide commercial agricultural activities shall maintain a 200-foot separation from permitted non-agricultural uses. The term bona fide commercial agricultural activities shall not include periodic maintenance and permitted trimming, planting, and clearing. Once a specific section of the Property is converted to a different use, and a certificate of occupancy has been issued for said different use, then agricultural use would no longer be permitted on that specific section of the Property, but all other remaining sections would still be permitted as agricultural use. The Owner shall use best management practices in the use of such agricultural uses, including, if required by such practices and permitted by the State of Florida, controlled burns to maintain the safe operation of agricultural use.

B. Innovation Park

The following uses are specifically permitted:

1. Aerospace manufacturing and research
2. Aerospace light distribution
3. Amphitheaters
4. Biomedical Manufacturing and research
5. Biomedical light distribution
6. Cellular Communication Towers
7. Childcare facilities, including within office and corporate headquarters buildings.
8. Coffee Shops
9. Corporate offices
10. Deli and food services, including within office and corporate headquarters buildings.
11. Food and beverage processing and distribution, except the slaughter of animals
12. Industry, light
13. Medical and dental laboratories
14. Medical and dental offices
15. Medical Manufacturing and research
16. Medical light distribution

17. Municipal and governmental buildings
18. Pharmaceutical Manufacturing and research
19. Professional offices
20. Schools
21. Technological Manufacturing and research
22. Technological light distribution
23. Transient lodging
24. Warehouse
25. Maximum of 20% of the area may be used for medium or high density residential.
26. A single destination icon sign as defined hereinafter is permitted as a use within Innovation Park in a location with Interstate 95 visibility.
27. Multi-tenant non-retail spaces for small businesses with warehouse and office needs.

Conditional Uses as defined in the City LDR and approved by City staff:

1. A maximum of 5% of the area may be used for Self-storage and/or Boat/RV storage facilities.
2. Specific review criteria for such a conditional use shall include the requirement that stored boats or RV's are not visible from any public road or adjoining properties and any other LDR requirement for such uses.

Although any use that is not specifically permitted shall be considered prohibited, the following uses are specifically excluded:

1. Asphalt Batch Plants
2. Fuel Farms
3. Concrete Production and Concrete Crushing Plants
4. Borrow Pits that provide off-site fill material. Borrow Pits that provide fill material for the subject property are specifically permitted.
5. Heavy Industrial uses similar to specifically excluded uses.
6. Recycling/Biomass electrical generation facilities
7. Any and all uses of the Property that do not comply with the standards for avoidance of air pollution (noxious fumes, smoke and particulate matter) and odors set forth in the Light Industrial District (I-1) zoning classification requirements of the City's Land Development Regulations.

C. Mixed-Use/Commercial Village:

The following uses are specifically permitted:

1. Amphitheaters
2. Assisted living facility
3. Nursing home facility
4. Adult congregate living facility

5. Ambulance service
6. Animal clinics (outpatient care only and no overnight boarding within 300 feet of residential)
7. Bakeries
8. Banks
9. Bowling alley
10. Business and communications systems
11. Transit Facilities
12. Car rental and leasing
13. Carwashes
14. Cellular Communication Towers
15. Childcare facilities
16. Club, semi-public
17. Coffee Shops
18. College level and adult educational facilities
19. Convenience stores with gas pumps
20. Dry cleaners
21. Farmers markets
22. Financial services
23. Florists
24. Funeral homes
25. Furniture showrooms
26. Grocery stores
27. Hospitals
28. Home Accessory Showrooms
29. Microbrewery, micro winery and/or craft distillery
30. Museums
31. Multi-family dwelling units, along with vertically mixed live-work units with workspace on the first floor.
32. Municipal and governmental buildings
33. Offices, general, professional and real estate
34. Offices, medical, including, but not limited to, medical office buildings, health and wellness facilities, outpatient surgery, imaging and primary care facilities.
35. Pedestrian, Multimodal, Bicycle trails.
36. Personal services
37. Pet grooming (not in residential buildings or near residential areas that might be impacted by noise)
38. Pet shop (not in residential buildings or near residential areas that might be impacted by noise)
39. Places of Assembly (no homeless shelters or food pantries)
40. Restaurants, types "A," "B," "C," and "D"
41. Retail sales and services
42. RV, Boat and low speed electric vehicle sales
43. Service stations, types "A" and "B"
44. Schools
45. Sport facilities

46. Taverns
47. Textile Showrooms
48. Theaters
49. Transient lodging
50. Maximum of 30% of the area may be used for medium or high density residential
51. A single destination icon sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.
52. A single electronic sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.

D. Residential Rental Village

The following uses are specifically permitted:

1. Single-family dwellings detached and attached [cottages, townhomes, duplexes]
2. Pedestrian, Multimodal, Bicycle trails.
3. Multifamily dwellings including townhomes and apartments
4. Accessory Amenities
5. Cellular Communication Towers
6. Schools

E. Residential

The following uses are specifically permitted:

1. Single-family dwellings detached and attached [townhomes, duplexes]
2. Pedestrian, Multimodal, Bicycle trails.
3. Multifamily dwellings including townhomes and apartments.
4. Accessory Amenities
5. Places of Assembly (no homeless shelters or services, including food pantries)
6. Cellular Communication Towers
7. Schools

F. Regional Park/Sports Complex/Police

The following uses are specifically permitted:

1. Public Recreation and Sports Complexes
2. Pedestrian, Multiuse, Bicycle and Hiking trails, including trails that connect to trails within the Edgewater Wetland Park and to the Florida SUNTrail system.
3. Municipal and governmental buildings and ancillary parking

4. Community Center; provided such center is not used for incompatible uses such as food pantry, medical use, drug treatment center, transient housing or homeless shelter/services.
5. Farmers Market
6. Amphitheaters
7. Cellular Communication Towers

G. Natural Vegetation Areas

The following uses are specifically permitted:

1. Natural Vegetation
2. Pedestrian, Multiuse, Bicycle and Hiking trails
3. Utility corridors
4. Passive Recreation Use

H. Schools

Schools and related structures and uses are specifically permitted within Deering Park Innovation Center and school sites may be reserved for such use within the conceptual master plan.

9. PUBLIC INFRASTRUCTURE -UTILITIES, PEDESTRIAN AND MULTI-USE TRAILS

a. Utilities and utility easements. New public utilities including water, wastewater, reclaimed water, electrical transmission and distribution, will be installed underground and constructed to New Smyrna Beach Utilities ("NSBU") latest Rules, Design, and Construction Specifications standards. Prior to the approval of any initial phase within this development, a master utilities plan (water, reclaimed water and wastewater) and hydraulic calculations are required and must be submitted to and approved by NSBU for both the entire development as a whole as well as any individual stand-alone phases. The master utilities plan shall comply with NSBU Water Resources System Master Plan 2016 or latest edition. Utilities shall be interconnected with all adjacent developments. All wastewater shall be discharged to the future Southwest Regional Lift Station within the South Village development to the West. Deering Park Innovation Center will provide the NSBU approximately 8 acres of land adjacent to the proposed police sub-station, with the specific location and configuration to be mutually agreed upon, when access is provided to the area to allow the NSBU to provide for utility infrastructure, including an electrical substation and above ground water tank, large enough to provide for a maximum of 6 million square feet of non-residential use. Design and construction of the electrical sub-station and above ground water storage tank within the donated 8-acre site shall be without cost to the developer of Deering Park Innovation Center, however, the parties specifically recognize that all normal utility development fees and normal capital connection fees shall continue to be required by New Smyrna Beach Utilities. The parties recognize that Florida Power & Light constructed a transmission line through the Property. As a result, for some uses, especially residential use, additional buffers, or landscaping may be provided to assist in the compatibility with said transmission line. In addition, roadways will need to be planned in such a manner to avoid impact with the transmission line infrastructure. The use of reclaimed water reduces the need for fertilizer and Deering Park Innovation Center shall either directly, or through an HOA, provide educational material to homeowners regarding reclaimed water and encouraging a minimization of external fertilizer that could cause nutrient runoff.

b. Hardening utility lines as protection against storm. The utility designs shall plan for such storm events by hardening its infrastructure. All electrical service, internet service and key traffic signalization are required to be placed underground at a safe depth as required by the Utilities Commission to protect those lines from storm impacts.

c. Access easements, roadways, and rights-of-way. Access easements, roadways, and rights-of-way may be public or private within Deering Park Innovation Center and shall be designed in compliance with the City LDR or as amended by this PUD. Proposed roadway sections for the project are attached hereto as Exhibit D. A multi-use path and trail network shall be provided throughout Deering Park Innovation Center in phases that will allow for connection to the regional trail network. The network of paved walkways or natural trails will provide access to community facilities, recreational facilities, job production areas and preserved conservation areas. Right-of-Way has been dedicated to Volusia County for Williamson Boulevard. Deering Park Innovation Center shall incorporate the stormwater from Williamson Boulevard into the comprehensive stormwater system. Any private roads shall be maintained as a common area.

d. Sidewalks. For each individual phase, Owner shall install sidewalks in conformance with the LDR in all common areas except the trail network, as identified below, may substitute for sidewalks subject to the approval of the City's Technical Review Committee. Individual builders shall install sidewalks in conformance with the LDR in other required locations. Sidewalks shall have a minimum width of five-feet (5') within neighborhoods and six-feet (6') along arterial and collector roadways. A twelve-feet (12') wide multi-use path shall be provided along at least one side of Williamson Boulevard in lieu of one of the six-feet sidewalks. Such Multi-Use Paths may potentially allow for bicycles, pedestrians, and low speed or personal electric vehicles with appropriate speed restrictions to allow for shared use. The sidewalks or multi-use paths must be approved by the City prior to issuance of Certificates of Occupancy for each home or non-residential building. In the event a sidewalk is not completed, or sections are not completed in order to allow construction on a lot without damaging the sidewalk, the Owner shall provide a bond or surety in a form acceptable to the City in an amount as provided in the fee resolution for the costs to complete the construction of the sidewalk for each phase, as amended from time to time, for three (3) years after final plat approval. Or, upon review and approval and at the City's sole discretion, the City may allow the Owner to extend the sidewalk bond for an additional two (2) year term. If sidewalks within an approved subdivision or neighborhood are not completed within three (3) years, unless such time is extended by the City, the Owner or its successor(s) will install the remaining sidewalks, or City may utilize bond to provide same.

e. Trees along pedestrian areas: A shade tree plan shall be provided with each phase to provide for the planting of shade trees along pedestrian areas to enable shade areas on the pedestrian walkways. Shade trees at planting shall be a minimum of fourteen feet in height and have a minimum caliper of three inches when measured six inches above ground level. Tree planting areas shall provide for a minimum distance of 8 feet from a sidewalk or roadway and may be 10-12 feet distance.

f. Low Speed Vehicles. All motor vehicles, including low speed vehicles as defined by Florida Statutes, shall be properly registered and operated in compliance with Florida Statutes, as amended. Low speed vehicles, electric bicycles, electric scooters, and “one-wheels” shall be prohibited on sidewalks but may be permitted on specific multi-modal pathways such as the potential multi-modal pathway adjacent to Williamson Boulevard. Unlicensed minors shall not be permitted to operate said low speed vehicles. Low speed vehicles shall be

permitted on streets within Deering Park Innovation Center but shall not be permitted on Williamson Boulevard, other than at designated crossings, and on designated multi-use paths within the community that are at least twelve feet (12') wide. All low speed vehicles operating upon properly designated streets shall meet the minimum equipment standards established by Florida Statutes, as may be amended from time to time.

10. POLICE AND FIRE PROTECTION:

a. Owner has agreed to dedicate a site of sufficient size to accommodate a police substation. Said site shall be a minimum of 10 contiguous and developable acres. Owner shall be responsible for providing road and utility infrastructure to said site.
b. Prior to any vertical construction within Deering Park Innovation Center, the applicant will work with the City to complete a fire department service concurrency evaluation, which may require an independent third-party evaluation of said evaluation at the expense of the applicant.

11. WATER AND ENERGY CONSERVATION – SUSTAINABILITY

a. All construction within Deering Park Innovation Center shall adhere to enhanced standards as set forth below to accomplish water and energy efficiency and conservation.
b. Deering Park Innovation Center shall utilize the Sustainable Floridians Certification and Monitoring Program (SF CAMP), developed by the University of Florida, as may be amended from time to time.
c. SF CAMP is a comprehensive, incentive-based certification program for new developments that minimize water and energy demand and protect natural resources.
d. Deering Park Innovation Center shall work with SF CAMP to establish specific elements of sustainability for the following specific elements:
    i. Energy Conservation
    ii. Water Conservation
    iii. Environmental Preservation
    iv. Mixture of Housing Types and Price Points
    v. Efficient Infrastructure
    vi. Transportation Efficiency
    vii. Water Quality Preservation
e. All landscape plant materials shall be either Florida native species or Florida Friendly plant material to reduce or eliminate the need for irrigation and replanting.
f. All residences will meet the Energy Star program standards provided by the United States Environmental Protection Agency and the United States Department of Energy.
g. Planning for colors for buildings shall include the consideration of the use of higher light reflective values for paint and roofing materials.
h. The plan shall require the planting of shade trees along pedestrian paths as protection from the sun as set forth in Section 9.e.
i. The plan for the entirety of Deering Park Innovation Center shall result in a minimum of 50% open space.
j. The stormwater management system shall be designed to also provide habitat by providing for the planting of a minimum of 50% of the slopes in appropriate native

vegetation and the creation of vegetated littoral shelves within no less than 25% of the shoreline of the stormwater management system lakes.

k. The stormwater management system lakes shall encourage the potential for dual use of the lakes by allowing the stormwater management system lakes to also be used as amenities and to accommodate stormwater runoff from roads within the development.

12.ENVIRONMENTAL STANDARDS AND OPEN SPACE.

a. Deering Park Innovation Center shall provide for Natural Vegetation areas that shall provide connection to the wildlife corridor and conservation easements south of Deering Park Innovation Center to expand the existing habitat corridor and continuous wildlife corridor.

b. The Natural Vegetation areas shall be placed in multi-layered conservation easements, to include at least one ~~non-partisan~~ independent, non-governmental conservation group, to preserve said Natural Vegetation areas and shall total no less than 400 acres.

c. Planning for Deering Park Innovation Center shall include connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center.

d. Parcel boundaries, development areas and Natural Vegetation Areas which provide for passive recreation and placed within conservation easements, will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting, and therefore the locations as shown on the Conceptual Master Plan are subject to change which shall not require an amendment to this MDA.

e. The overall PUD area shall include 50% open space. Individual phases may have less than 50% open space provided the entire PUD area provides for 50% open space.

f. All landscape plant materials shall be either Florida native species or Florida Friendly plant material.

g. Development of the Property shall comply with the LDR tree preservation requirements. However, the parties specifically recognize that all or part of the Property is permitted to remain in agricultural use, including silvicultural use for timber production. The removal of agricultural timber is governed by State of Florida Best Management Practices, and therefore, the LDR tree preservation requirements to do not apply to trees removed pursuant to bona fide commercial agricultural practice prior to development of any section of the Property.

h. Upon development of any section of the Property consistent with site plan review approval and the zoning provisions provided herein, Owner shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

i. Burning shall not be used to clear land and there shall be no burning of cleared materials on site.

j. Deering Park Innovation Center shall be required to address all St. Johns River Water Management District comments as part of the permitting requirements.

13. ATTAINABLE HOUSING.

a. The parties recognize the importance of providing a wide range of housing options at various price points. The existence of attainable housing to a wide range of households is key to recruiting businesses and economic growth. The businesses that Deering Park Innovation Center intends to attract will need a diversity of workers to thrive and grow; and those workers in turn need a range of attainable housing options. Deering Park Innovation Center provides attainable housing options with 600 apartments and 250 Residential Rental Village units which represent nearly 40% of the total residential units within Deering Park Innovation Center.
b. Additionally, accessory dwelling units (ADUs) are permitted as part of single-family residential areas, which provides additional opportunities for attainable housing. Said ADU's shall not exceed 800 square feet.
c. These attainable housing options are intended to assist with recruitment and retainage of businesses within Deering Park Innovation Center and support economic development efforts.

14. INNOVATIVE DESIGN

a. The property infrastructure shall be designed to provide sufficient wiring infrastructure to permit cameras at intersections for public safety purposes.
b. The property infrastructure shall be designed to provide appropriate areas for cell towers to ensure appropriate cell phone coverage for the community, with procedures in place to provide for full disclosure of potential cell tower sites to prospective residential home purchasers prior to closing.

15. ECONOMIC DEVELOPMENT:

The Owner will work together with the City to recruit investment in the appropriate areas by job producers and will work with the City and County Economic Development Departments to recruit and facilitate such uses. The City and the Owner will specifically work together to develop shovel-ready industrial and/or office sites, which includes the permitting and development of stormwater and transportation infrastructure, and the pursuit of grants and economic development funding.

16. ARCHITECTURAL AND DESIGN STANDARDS

a. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.
b. The intent of the residential portion of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a "cookie cutter" subdivision with identical homes in a row and to provide for diverse housing options throughout the community.
c. Buildings shall strive to utilize a Florida Vernacular or other historical Florida style of architecture such as Florida Coastal or Farmhouse. Industrial buildings or buildings within Innovation Park shall be exempt from this standard.
d. All of the following requirements shall be met within the Property:
    i. All structures shall complement one another and shall convey a sense of quality and permanence.

ii. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.
iii. Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.
iv. False or real windows shall be provided on all elevations visible from public roadways, but not including alleys, in sufficient size and number to complement the proportions of the building.

e. No more than 10% of the individual approved lot may be permitted for outside display or storage within the Innovation Park Development District, nor shall such outside display or storage be visible from the public right-of-way or adjoining properties. Outside storage shall not be permitted in any other development district.
f. No vending machines or magazine holders or kiosks shall be permitted on outside walkways or other outdoor pedestrian areas that are visible from the public street.
g. The physical appearance of all parking lot lighting fixtures shall be consistent.
h. Deering Park Innovation Center may provide additional architectural, or landscaping standards or covenants provided same are not inconsistent with the LDR or this agreement.
i. Proposed architectural design demonstrating consistency with this Section shall be submitted and reviewed as part of the site plan and subdivision process, and design guidelines for each development district shall be provided as part of the initial site plan or subdivision platting submittal for each development district. Such design guidelines for each district shall be processed and approved as a minor modification to this Agreement.
j. Deering Park Innovation Center provides various natural vegetation areas and multi-use trials throughout the project that will be considered amenities for the project. Additional residential amenities will be provided for individual projects as part of site plan and/or subdivision review with the City.

17. <u>SCHOOL CAPACITY</u>

a. Deering Park Innovation Center at New Smyrna Beach will be developed in phases. The residential component of Deering Park Innovation Center at New Smyrna Beach, which potentially encompasses several phases, will require a concurrency evaluation for school capacity and for the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the Volusia County School Board to enter into a capacity enhancement agreement to provide for the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to dedicate a school site of at least thirty (30) usable acres to the Volusia County School Board based upon negotiations for use of the parcel for school capacity construction within a timely manner with a provision for re-acquisition (upon surrendering of impact fee credits granted in exchange for the dedication) if the property is not used for such school construction. Or, if the school site dedication is not desirable to the Volusia County School Board, in its absolute discretion, may require the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to otherwise provide for sufficient student capacity. Capacity and concurrency issues will be re-evaluated simultaneously with any subdivision plat or site plan review.

b. The density permitted on the property that is the subject of Deering Park Innovation Center at New Smyrna Beach prior to amendment was for 140 single family dwelling units. The comprehensive plan amendment does, and the Deering Park Innovation Center PUD (or any other development permitted within the Deering Park Innovation Center at New Smyrna Beach) shall, limit the number of dwelling units at Deering Park Innovation Center to no more than 2150 dwelling units. However, the City of New Smyrna Beach may not issue any preliminary site plan approval or approve or enter into any plats for the residential component of Deering Park Innovation Center at New Smyrna Beach, or permit or allow the construction of any dwelling units within the said residential component, until such time as the aforesaid capacity enhancement agreement is entered into between the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the School District and a Finding of Adequacy is issued and provided to the City of New Smyrna Beach by the School Board.
c. In the event of an application to increase the number of dwelling units above 2150 dwelling units or if the number of dwelling units approved for the Deering Park Innovation Center at New Smyrna Beach exceeds 2150 dwelling units, then the excess units (over 2150 dwelling units) shall be subject to school concurrency review.
d. Public and Private Schools are consistent uses and are permitted in the Deering Park Innovation Center at New Smyrna Beach.

18. <u>MAINTAIN LOCAL CONTROL:</u> It is important that the City maintain control over this project based on the terms contained within this Master Development Agreement. Prior to the start of any construction, the landowner also agrees to provide and record a restrictive covenant over the entirety of the subject parcel to conform to the PUD restrictions providing the maximum number of residential units permitted within Deering Park Innovation Center, as a whole, and the maximum number of any residential units permitted within the Innovation Park business park area and the Mixed-Use areas.

19. <u>SIGNAGE</u>

a. The PUD shall have a uniform sign program, as follows:
    i. <u>State Road 44 Entrance</u>: The major signage near Deering Park Innovation Center's entrance at State Road 44 shall have special signage to reveal the commercial, office, hotel or other usage within the mixed-use area with immediate access to SR 44. Said signage specifically may include an electronic sign that can provide the ability for the City to provide public announcements. The electronic sign shall be subject to DOT review and approval if required.
    ii. <u>Residential</u>: All signage for residential uses shall be developed in accordance with the City's LDR requirements.
    iii. <u>Commercial, Industrial, and Institutional</u>: All signage for commercial, industrial and institutional uses shall be developed in accordance with City's LDR requirements, with building mounted and illuminated signage permitted along Interstate 95 frontage. Buildings fronting on Interstate 95 may also provide decorative and attractive illumination of the buildings fronting the interstate.

b. The PUD has also provided as specific permitted uses, the following described structures:
    i. Destination Sign: A maximum building pad of 50' x 50' for a monument icon tower with a maximum height of 50' feet shall be permitted along Interstate-95. The Destination Sign shall be landscaped and may be illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line.
    ii. Icon Sign: An entrance monument sign shall be permitted at the entrance to Deering Park Innovation Center from SR 44. Said SR 44 Icon destination signage shall be limited to 25' in height. The Icon Sign shall be landscaped and may be illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line. Such Icon Sign must be constructed in a theme consistent with the Destination Sign.

20. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE

a. "Common areas" and "common facilities" are defined as all lands and facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.
b. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier:
    i. Owner will form and incorporate a non-profit Property Owners' Association ("POA"). The final plat shall include such language as the City may deem necessary to reflect the POA's responsibilities. The POA shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, and landscaping. The POA shall have authority to establish and assess dues and fees upon its members to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments; however, property dedicated to and/or owned by the City shall not be subject to assessment. All persons purchasing property within the project shall be members of the POA. Owner may from time to time add additional covenants and restrictions or make changes in POA's by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.
    ii. Owner shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Owner's provision of adequate assurances that the work will be done. For example, the City may require Owner to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.
    iii. Natural Vegetation Areas provided for passive recreation and preservation will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting. Once determined, said Natural Vegetation area shall be a separate platted lot or parcel.

c. The parties anticipate the potential need for a Community Development District or the expansion of the Deering Park Stewardship District to facilitate the design and construction of the infrastructure required for Deering Park Innovation Center including, but not limited to, roads, utilities, and common stormwater systems. This will either require a separate application and approval by the City Commission or by the Legislature and Governor of the State of Florida, depending on the size of the taxing district. The parties specifically recognize the potential need for such district and anticipate the request for same to facilitate job production and infrastructure that would allow for the use of Deering Park Innovation Center. At the Owner's option, all of the project and/or owner requirements under this agreement are hereby expressly authorized to be assigned to and/or undertaken by a Community Development District, if one is approved by the City as provided herein, without further action of the parties hereto and pursuant to Section 190.012(1)(g), Florida Statutes, or the Deering Park Stewardship District if expanded.
d. Common areas shall be identified and established as part of the site plan or subdivision platting process.

21. EFFECTIVE DATE; COMPLETION SCHEDULE.

a. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.
b. The parties recognize that this is a large-scale, long-term plan for mixed-use development of Deering Park Innovation Center. The parties recognize that there is a mutual desire for quality development and job production and that this use is market driven. Therefore, there is no timeframes required for submittal of applications for all construction permits for the development, or for the first phase of a phased development or completion of construction, other than requirements within the land development code.
c. This PUD is binding on Owner and Developer, and on Owner's and Developer's successors in interest and assigns.
d. The development rights pursuant to this agreement are valid for a period of 30 years from the date of execution by both parties, unless extended, in writing, by both parties. In the event no construction has occurred within Deering Park Innovation Center within this timeframe, the development rights within this PUD shall expire. However, construction of any part of Deering Park Innovation Center, including the construction of the first segment of Williamson Boulevard from State Road 44 to the first major intersection within Deering Park Innovation Center providing access into the Innovation Park, Residential Rental Village or adjacent South Village Parcel, as shown on the Conceptual Master Plan, shall vest this Agreement. Upon said construction the terms of this MDA shall be considered in full force and effect.

22. MINOR MODIFICATIONS.

a. The following may be administratively authorized as minor modifications to this Agreement:
    i. Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting

requirements, and address technical considerations that could not reasonably be anticipated during the PUD approval process;

ii. Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:
    1. Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
    2. Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
    3. Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
    4. Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the utility and stormwater management systems;
    5. Increases of five percent or less in the total number of parking spaces.

iii. Modifications of up to 5% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, <u>EXCEPT</u>:
    1. Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
    2. Modifications that increase building height more than 3% or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
    3. Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 10% of the original requirement for the area in question; and
    4. Modifications that would unduly impact public utilities.

    This Paragraph is not intended to modify permitted Conceptual Master Plan adjustments to the size and location of the Development Districts outlined in this Agreement.

iv. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

v. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

vi. Approved modifications shall be noted on the official plan documents.

23. <u>AMENDMENTS</u>.

a. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be

processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

b. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:
    i. The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.
    ii. If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.
    iii. For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

24. VARIANCES

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

25. <u>COMPLETE AGREEMENT</u>

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the property owner.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

SIGNATURES ON NEXT PAGE

Signed, sealed and delivered
in the presence of:

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

_____
Witness 1

By: _____
Fred E. Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 20___, by **FRED E. CLEVELAND and SHARON TAYLOR-HARDING, Mayor and City Clerk**, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

_____
Notary Public

APPROVED AS TO FORM AND CORRECTNESS
As Attested to

By: _____
City Attorney, Carrie Avallone

Dated: _____

Signed, sealed and delivered
in the presence of:

FARMTON NORTH, LLC,
a Delaware limited liability company

_____
Witness 1

By: _____

Print Name: _____

_____
Print Name of Witness 1

As: _____

_____
Witness 2

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of FARMTON NORTH, LLC, a Delaware limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
Notary Public

Signed, sealed and delivered
in the presence of:

DEERING PARK DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

_____
Witness 1

By: _____

Print Name: _____

_____
Print Name of Witness 1

As: _____

_____
Witness 2

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of DEERING PARK DEVELOPMENT COMPANY, LLC, a Florida limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
Notary Public

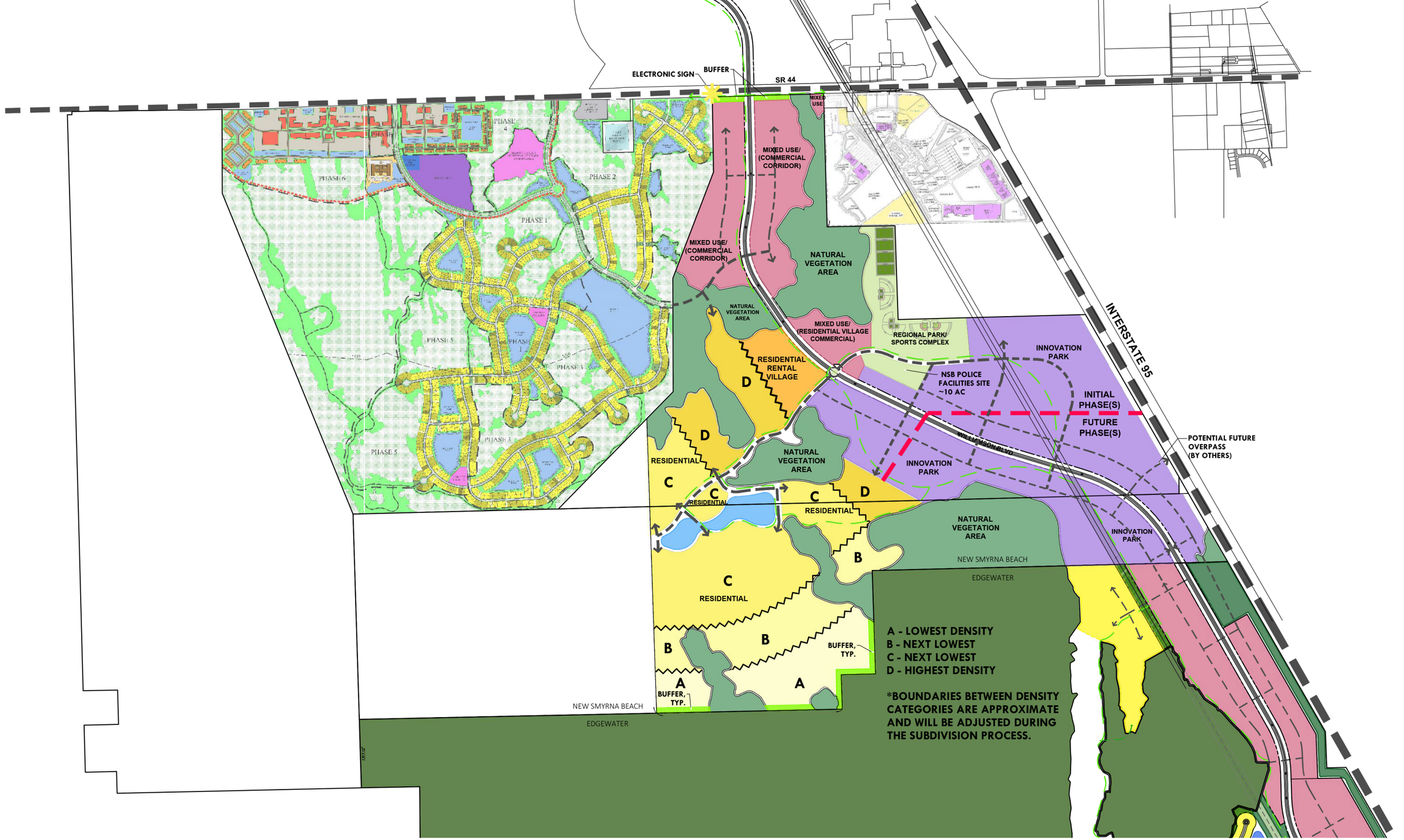


EXHIBIT B - CONCEPTUAL MASTER PLAN

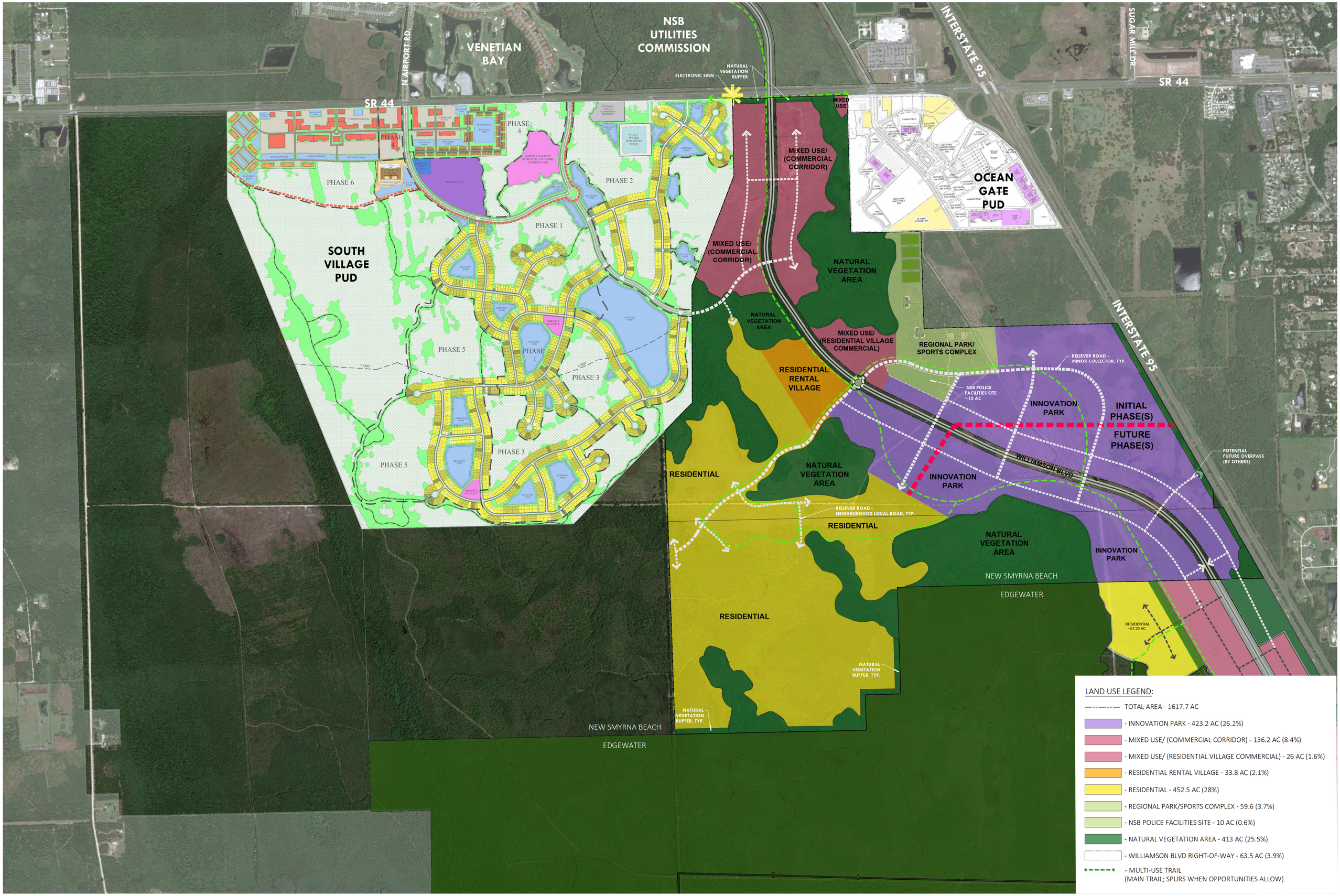
scale: 1"= 1800'
02.28.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 900' 1800' 3600'
SCALE: 1"=1800'

ML+H

1269



DEERING PARK INNOVATION CENTER - CONCEPTUAL MASTER PLAN EXHIBIT

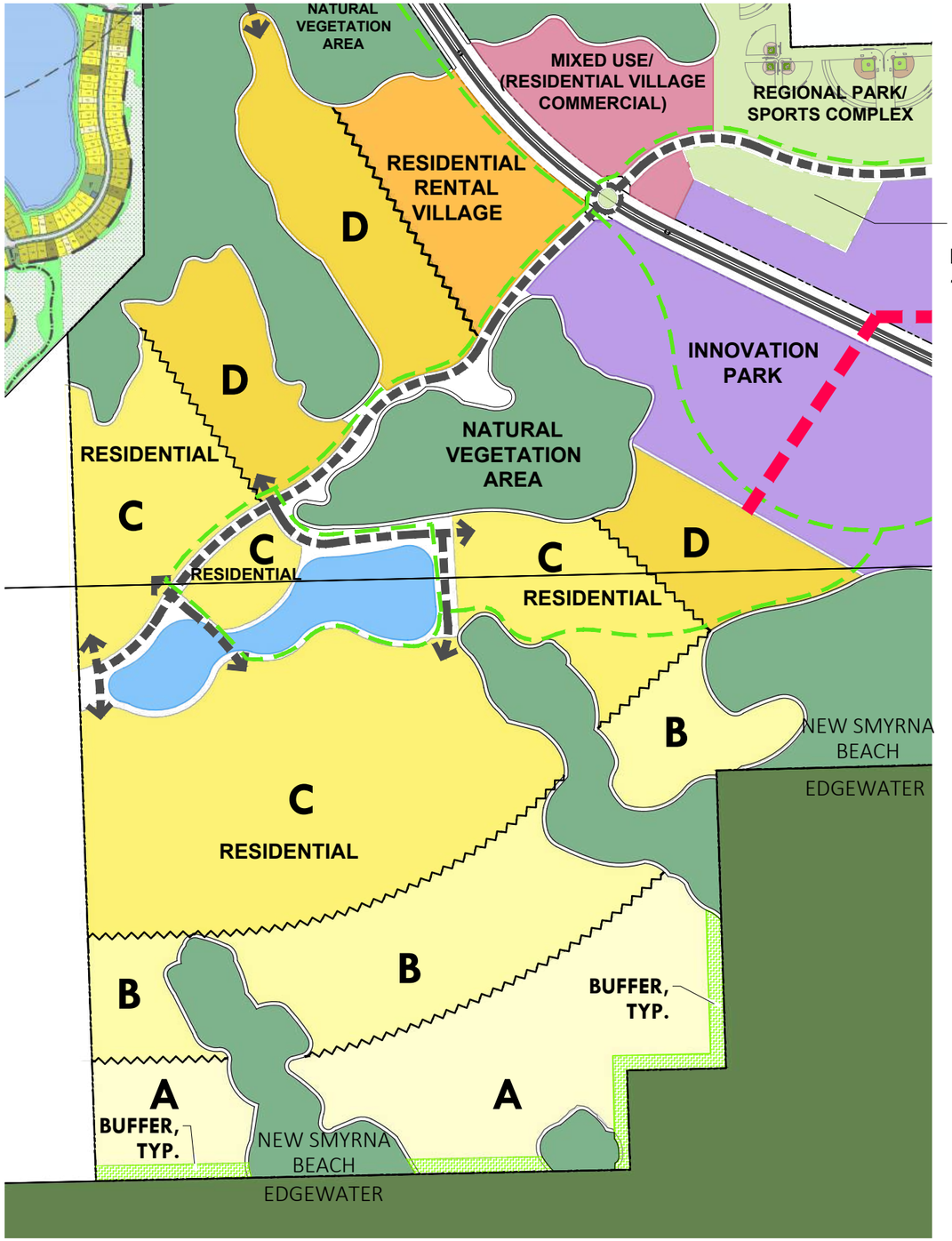
scale: 1"= 600
04.12.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 300' 600' 1200'
SCALE: 1"=600'

ML+H

1270



A - LOWEST DENSITY
B - NEXT LOWEST
C - NEXT LOWEST
D - HIGHEST DENSITY

***BOUNDARIES BETWEEN DENSITY CATEGORIES ARE APPROXIMATE AND WILL BE ADJUSTED DURING THE SUBDIVISION PROCESS.**

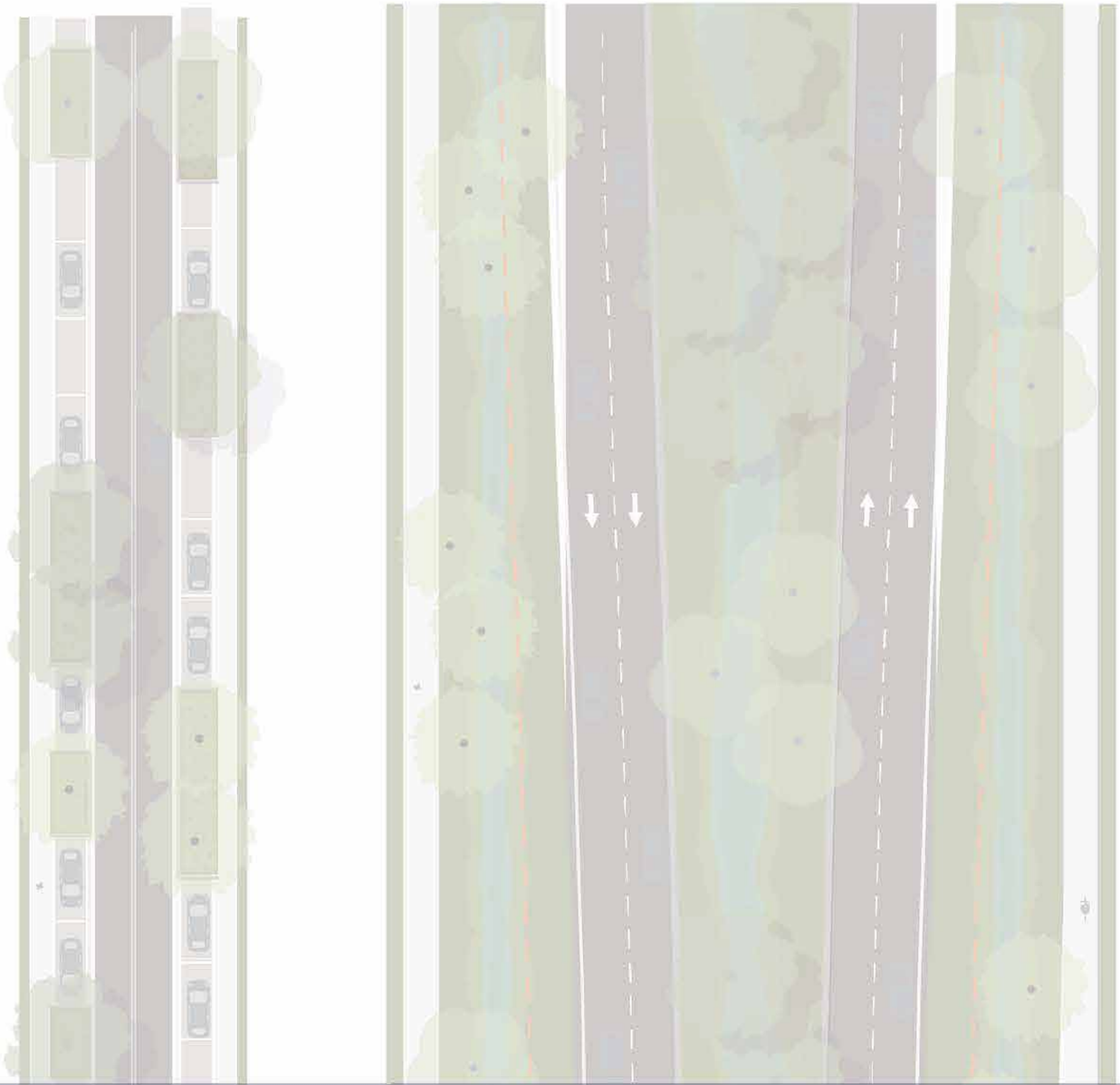
EXHIBIT C - CONCEPTUAL RESIDENTIAL GRADATION PLAN

scale: 1"= 900'
02.16.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 450' 900' 1800'
SCALE: 1"=900'

ML+H



Contents

1 Williamson Blvd (200' ROW)

2 Minor Collector (60' or 70' ROW)

3 Neighborhood Higher Density (50' ROW)

4 Neighborhood Higher Density (60' ROW, No Street Parking)

5 Neighborhood Higher Density (60' ROW, Street Parking, 1side)

6 Neighborhood Higher Density (60' ROW, Street Parking, both sides)

7 Neighborhood Lower Density (60' ROW, Driveways)

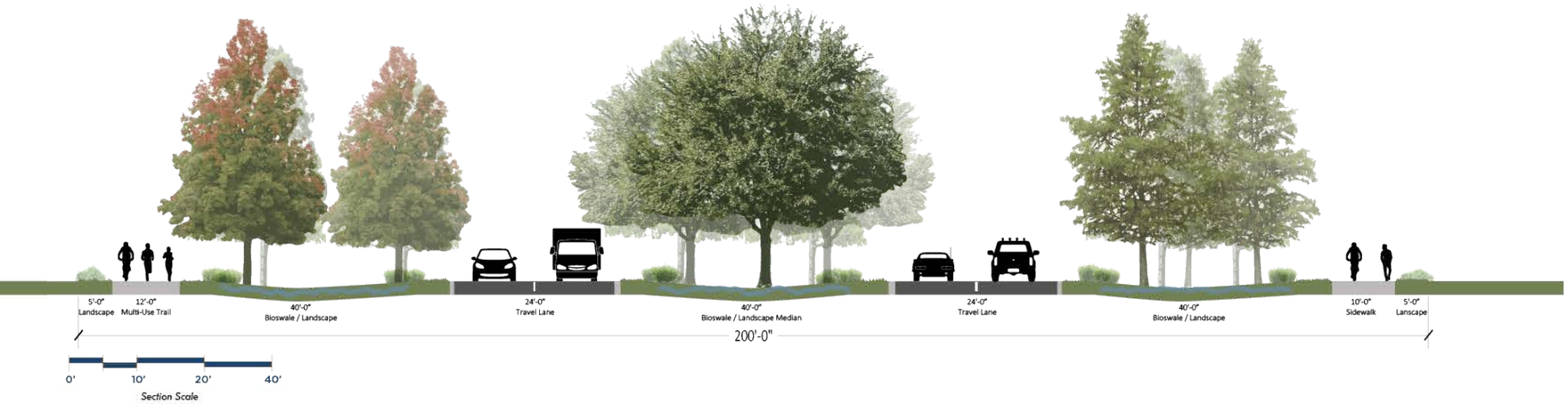
Deering Park Innovation Center

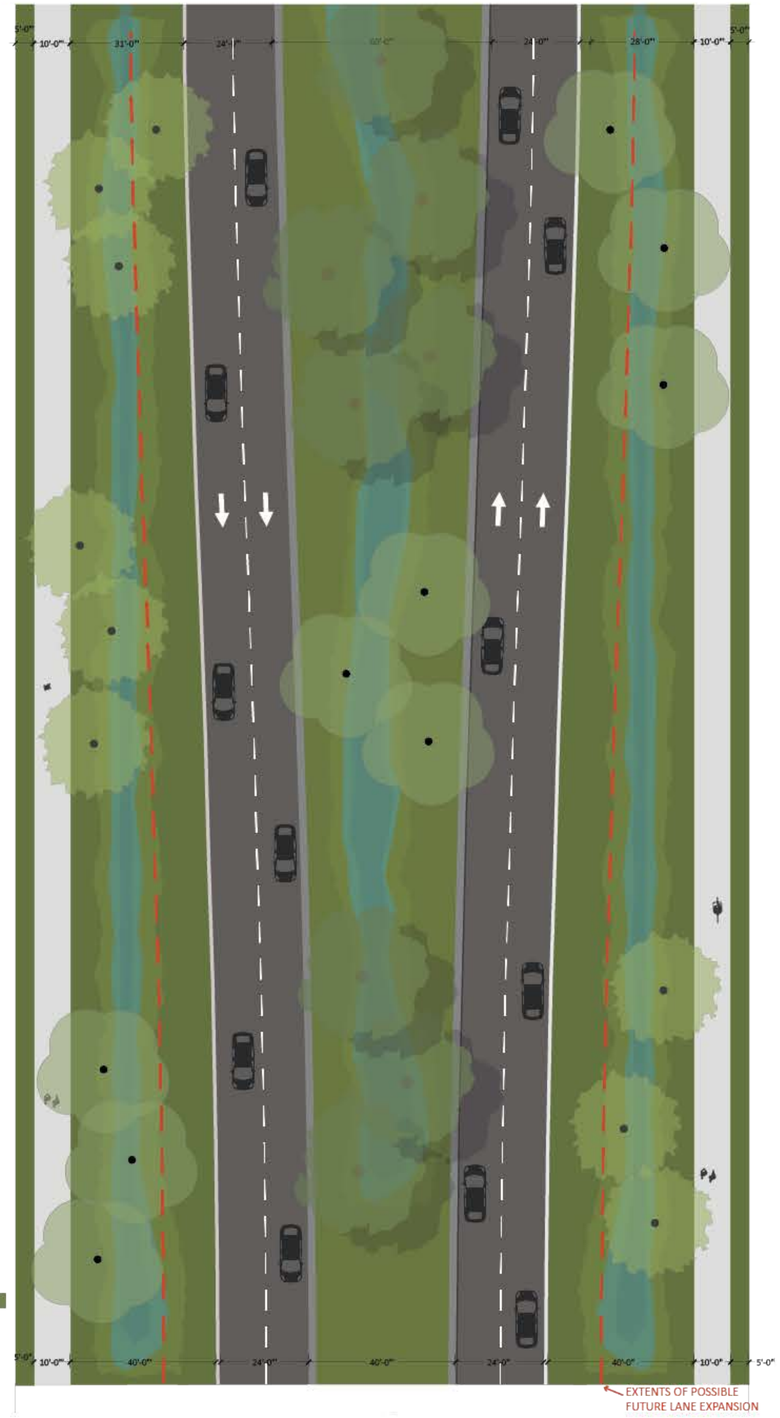
Roadway / ROW Typologies

April 16,2024 version 4.1



TYPOLOGY KEY





Williamson Blvd (200' ROW)

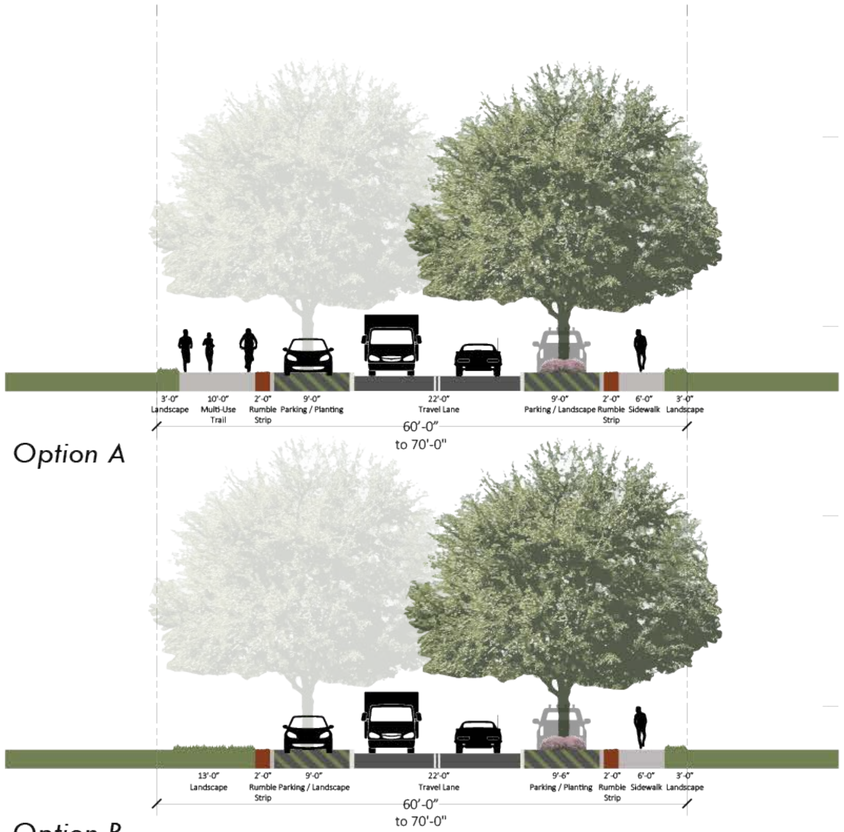
Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

1



TYPOLOGY KEY





Option A: Parking Optional



Option B: Parking Optional

0' 20' 40' 80'
Plan Scale

Minor Collector (60’ or 70’ ROW)

Transect Typologies: Deering Park Innovation Center

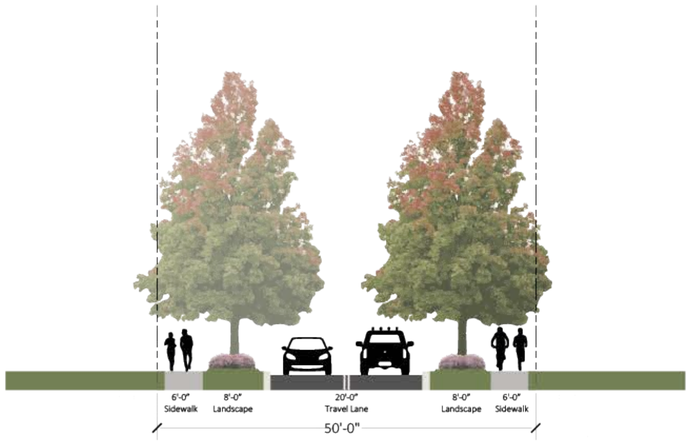
ML+H Project 19.19.10
April 16, 2024

2

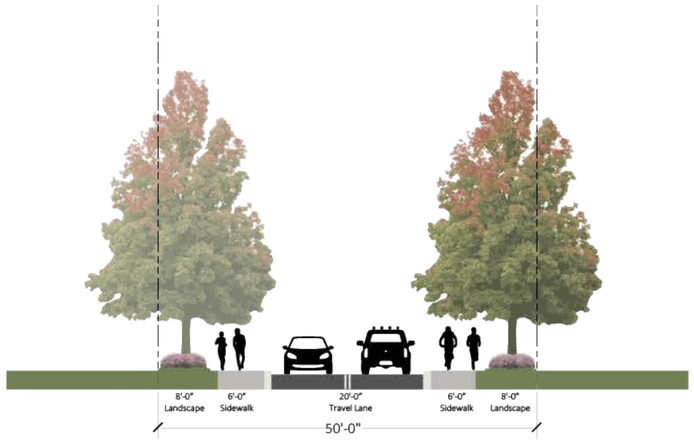


TYPOLOGY KEY

SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option A



Option B





Option A



Option B



Neighborhood Higher Density Zones (50' ROW)

Transect Typologies: Deering Park Innovation Center

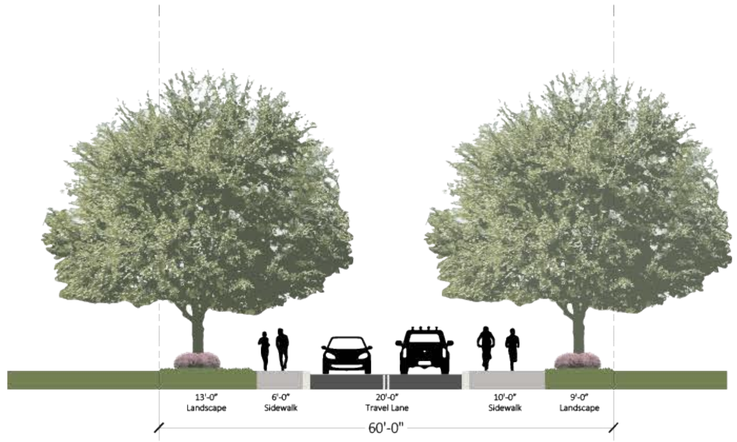
ML+H Project 19.19.4

November 10, 2020

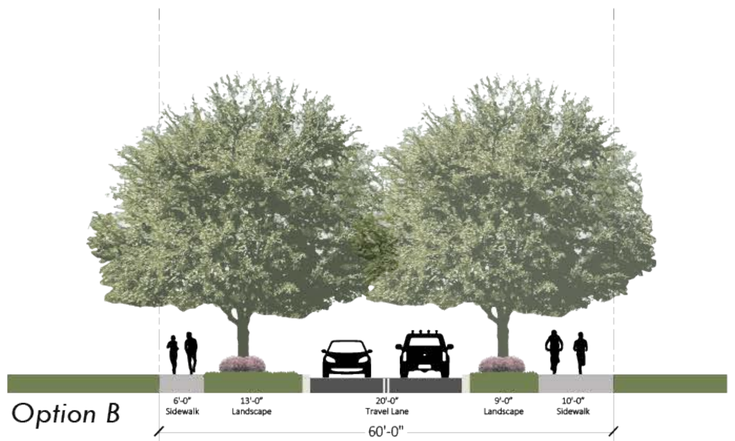
3



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option A

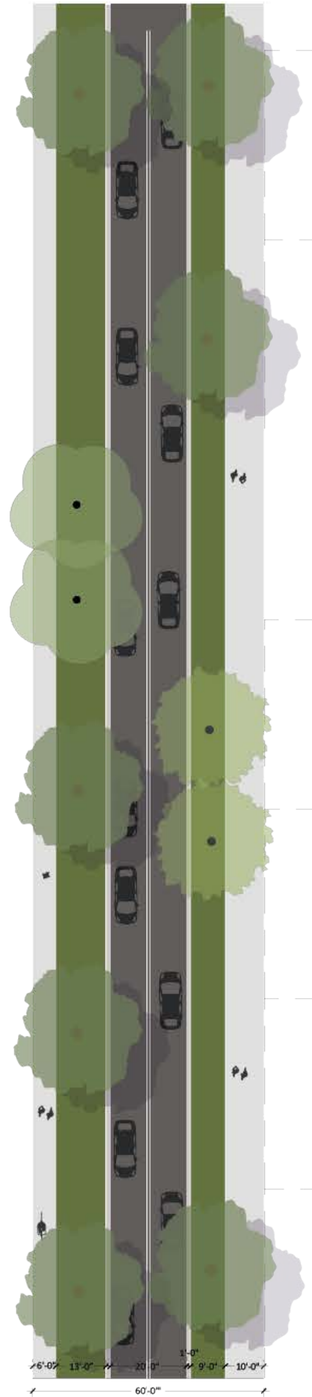


Option B

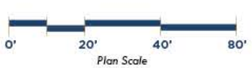




Option A



Option B



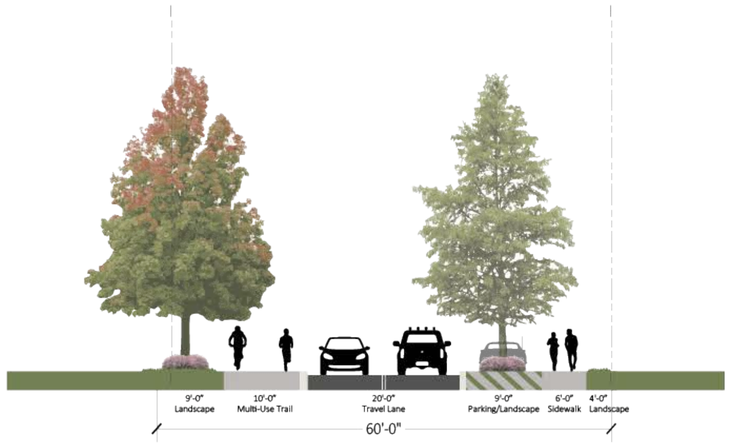
Neighborhood Higher Density Zones No Street Parking (60' ROW)

Transect Typologies: Deering Park Innovation Center

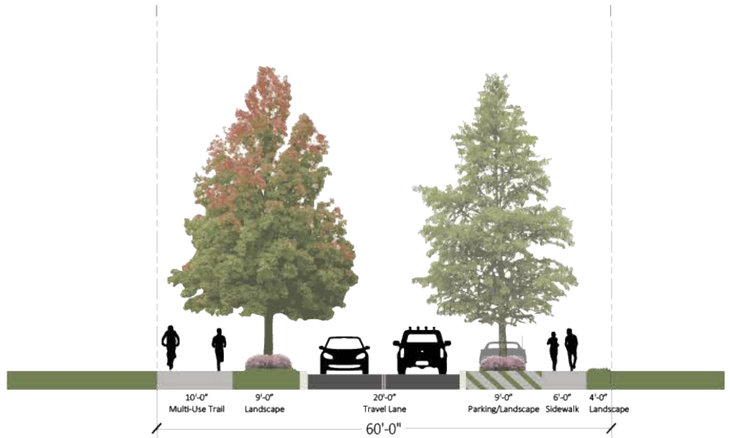
ML+H Project 19.19.10
April 16, 2024



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option A



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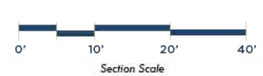
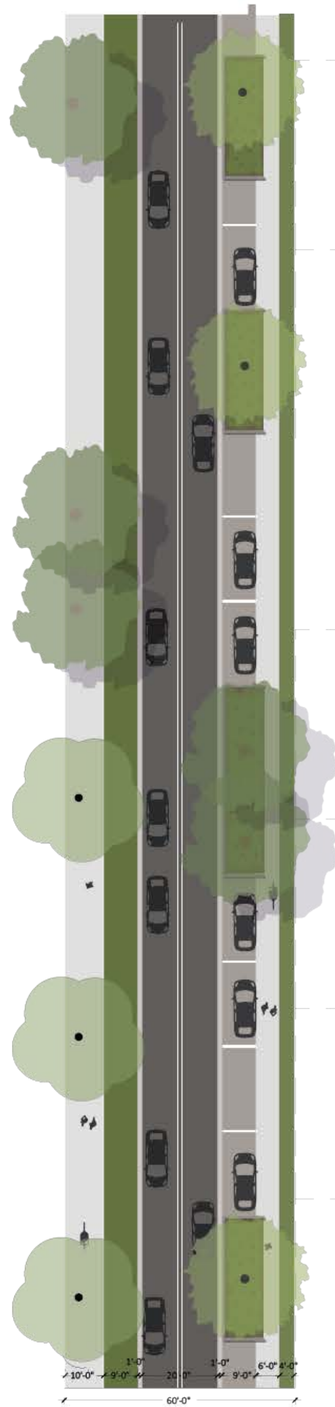




Option A



Option B



Neighborhood Higher Density Zones

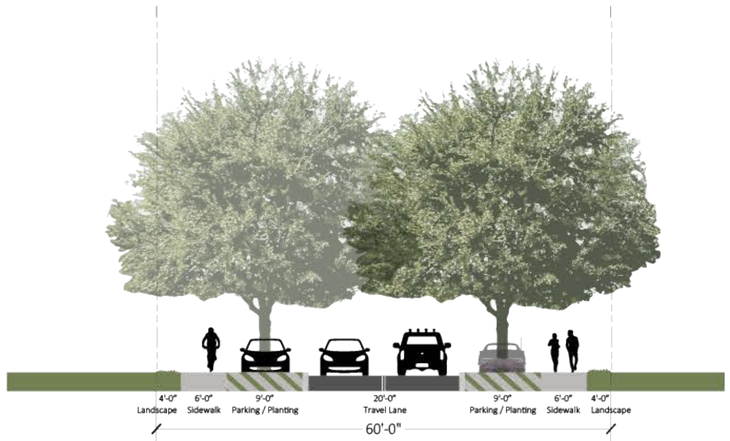
Transect Typologies: Deering Park Innovation Center

Street Parking, 1 side (60' ROW)

ML+H Project 19.19.10
April 16, 2024



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



Option could have on street parking on both sides.







Neighborhood Higher Density Zones

Street Parking, both sides (60' ROW)

Transect Typologies: Deering Park Innovation Center

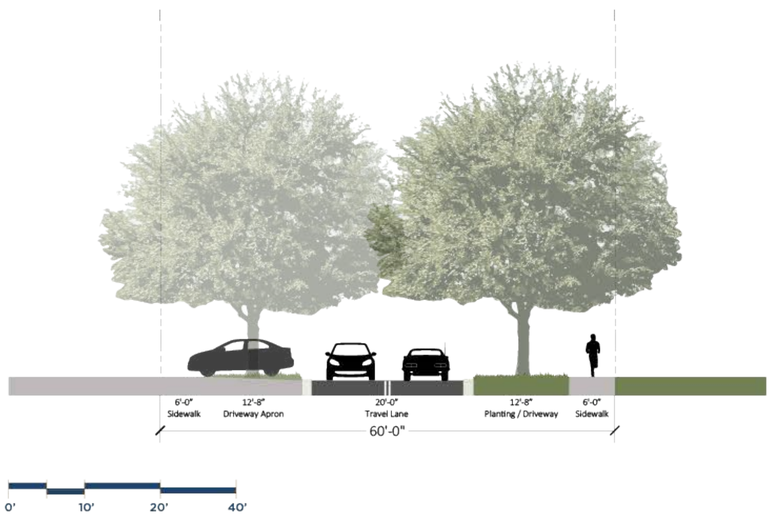
ML+H Project 19.19.10
April 16, 2024

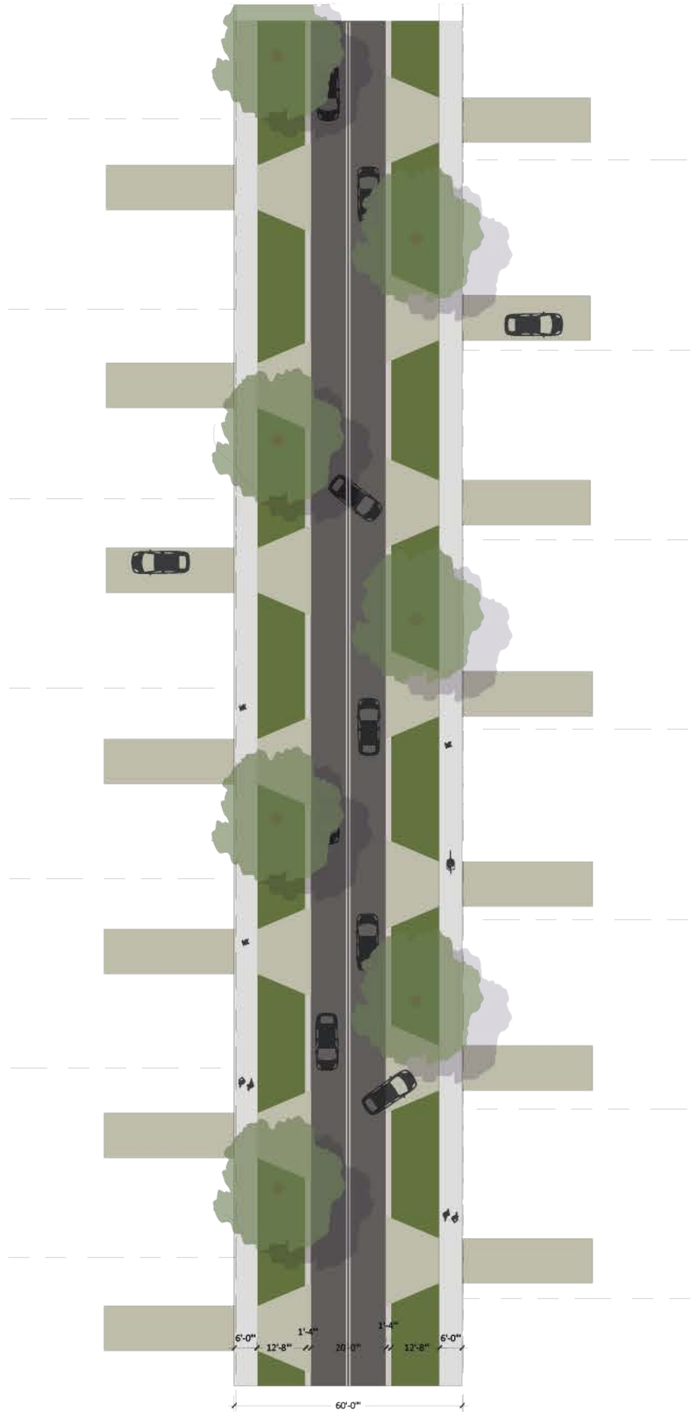
6



TYPOLOGY KEY

SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE





Neighborhood Lower Densities (60’ ROW)

Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10

April 16, 2024

EXHIBIT E: DESIGN GUIDELINES

DESIGN GUIDELINES These design guidelines provide information to assist with developing subdivision plats and site plans for the creation of the authentic Deering Park Innovation Center community, along with Exhibit "F" – Illustrative Examples of Community Features, which consist of photographs of various conditions and features. They are designed to provide guidance only and not to represent exact requirements.

1. . Build-to Lines:
    a. Buildings shall be positioned on lots to emphasize and enhance the public realm within the rights-of-way by providing building setbacks and build-to lines. Buildings shall not cause sight distance conflicts at intersections of roadways or alley ways. Setbacks and build-to lines which encourage the use of alleyways and/or front porches are highly recommended.
    b. Setbacks shall be established for residential and non-residential uses as described in the PUD Districts. Variations in setbacks/build-to lines along roadways shall be encouraged to provide visual relief while promoting front-porch communities and walkability.
    c. Elements such as stoops and stairs may encroach into the front setback and build-to lines.
2. Lighting: Outdoor lighting requirements shall be designed to direct lighting downward in accordance with dark skies techniques in order to reduce light pollution. Specific lighting types, fixtures, illumination times, energy efficiency and intensities shall be addressed in subdivision plats and site plans for each phase.
3. Walkability:
    a. The interconnected network of local streets shall be designed at lower speeds (25 mph or less) as an amenity to pedestrians and cyclists. On-street bicycle and low speed vehicles including golf carts shall be permitted on local streets but not collectors.
    b. Safely lit sidewalks with physical separation from adjacent roadways (via curbing or otherwise adequate spatial separation) shall be provided to encourage night-time use.
    c. Woonerfs, or streets designed to be shared with pedestrians, shall also be encouraged in appropriate locations in the design of neighborhoods.
    d. In all residential areas, the planting of street trees shall be required to provide shade over time and promote pedestrian activity, recognizing that these street trees cannot cause impacts to sidewalks, underground utilities or streets and must be placed in appropriate locations.
4. Block Size:
    a. Other than to preserve natural resources or accommodate large employers, block sizes should not exceed 1400 ft. maximum length.
    b. Blocks may be larger and the roads irregular to accommodate natural conditions and large employers, but the intent is to provide connectivity to improve circulation.

c. The intent of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a “cookie cutter” subdivision with identical homes in a row and to provide for diverse housing options throughout the community.

5. Parking Locations (on- and off-street):
    a. Off-street parking requirements shall be in accordance with the City of New Smyrna Beach Land Development Regulations, as amended by this PUD Agreement, which incorporate maximum parking space requirements in addition to minimum parking provisions. Shared parking is also encouraged to reduce the amount of parking. Golf cart and bicycle parking shall also be provided in all non-residential areas.
    b. Off-street parking must accommodate sidewalks and pedestrian safety between the principal building entrance(s) and the street right-of-way. Off- street parking shall not be permitted between the principal building and the right-of-way, if parked vehicles are likely to obstruct sidewalks or create sight distance problems at intersections. Parking plans must be approved as part of the subdivision plat or site plan.
    c. Parking for electric vehicles - Off-street and on-street parking spaces reserved for electrical vehicles, augmented with charging stations, shall be encouraged.
    d. Temporary event or overflow parking for non-residential uses shall be allowed on level grass lots or other non-paved surfaces. Such parking is specifically not allowed within Swale or Dry Stormwater Retention Areas.
    e. Off-street parking for non-residential uses is encouraged to locate a minimum of 50% of such parking in the rear of primary structures. Parking in the front of primary structures may be appropriate on a caseby-case basis as part of an overall site plan and landscape buffer review.
    f. All ADU’s shall provide for one (1) additional parking space, on the lot, above the principal unit’s required parking count.
    g. Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking.
    h. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
    i. Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.
6. Non-Residential Building Entrances:
    a. Main entrances should be oriented toward the street or streets.
    b. Although the main aesthetic emphasis shall be on the primary facade(s), all building elevations shall receive architectural treatment. The style of windows shall remain uniform on all sides of the building.

c. Primary entrances shall have either a protruding or raised roof, a stoop, a projection or recession in the building footprint a minimum of three feet (3') in depth that clearly identifies the entrance.
d. In addition, every primary entrance shall have two (2) other distinguishing features from the list below: i. Variation in roof height around door; ii. Canopy or portico; iii. Raised cornice or parapet over door; iv. Arches or columns; v. Patterned specialty paving at entrance and along walkway; vi. Ornamental and structural architectural details other than cornices over or on the sides of the door; or vii. Any other treatment, which, in the opinion of the City, meets the intent of this section.

7. Public Space Standards/Streets/Squares/Transit/Bikes:
    a. A transit route is not anticipated within the development until the extension of Williamson Boulevard is constructed. Until that time, the landowner will coordinate with Votran on an annual basis to determine if any routes will be located within ¼ mile of the project. Transit availability and potential bus shelters/stops shall be coordinated with Votran and will be addressed at the subdivision plat or site plan process for each phase.
    b. Roadway design shall encourage bicycle and pedestrian mobility options and shall also be designed to support rubber-tire transit and autonomous vehicle opportunities.
    c. Use of low-speed vehicles, as defined by Florida Statutes, shall be permitted on local streets and may be permitted on multi-use paths provided they conform with the standards for such paths.
    d. Lots may front on a common open space such as a mew (park area in front of homes), which is served by an alley, or on a Housing Court, without an alley.
    e. Up to six lots may be accessed by a commonly held easement drive that is un-gated and designed to permit fire access.
    f. Up to 12 lots may front on a common open space such as a mew without access to an alley as part of a pocket neighborhood, clustered groups of neighboring houses, villas, townhouses or apartments gathered around a shared open space, with a common fire access plan.
    g. Roadways should be interconnected as much as possible while keeping in mind the need to preserve or reduce impacts on natural resources.
    h. Parks shall incorporate bicycle and pedestrian amenities as appropriate, such as bike racks, benches, shade and water fountains. Any potential bus shelters/stops shall be coordinated with Votran during the subdivision plat and site plan approval process.
8. Provisions for Shade:
    a. a. Landscaping plans, including street trees, shrubs and groundcover shall be addressed during the subdivision plat and site plan approval process to provide shade for pedestrians and create the Deering Park Innovation Park experience.
    b. For non-residential uses, designs shall encourage pedestrian shade areas and may

include provisions for shade trees to be planted or shade structures to be erected
c. along major pedestrian routes on site and main entrances of buildings on the same site.

















F | Illustrative Examples of Community Features

Town Square Conceptual Character

ML+H Project 19.19.4
November 23, 2020

ML+H

















F | Illustrative Examples of Community Features

Roadways, Pathways + Natural Buffering

ML+H Project 19.19.4
November 23, 2020

ML+H

















F | Illustrative Examples of Community Features

Architectural Style & Character

ML+H Project 19.19.4
November 23, 2020

ML+H

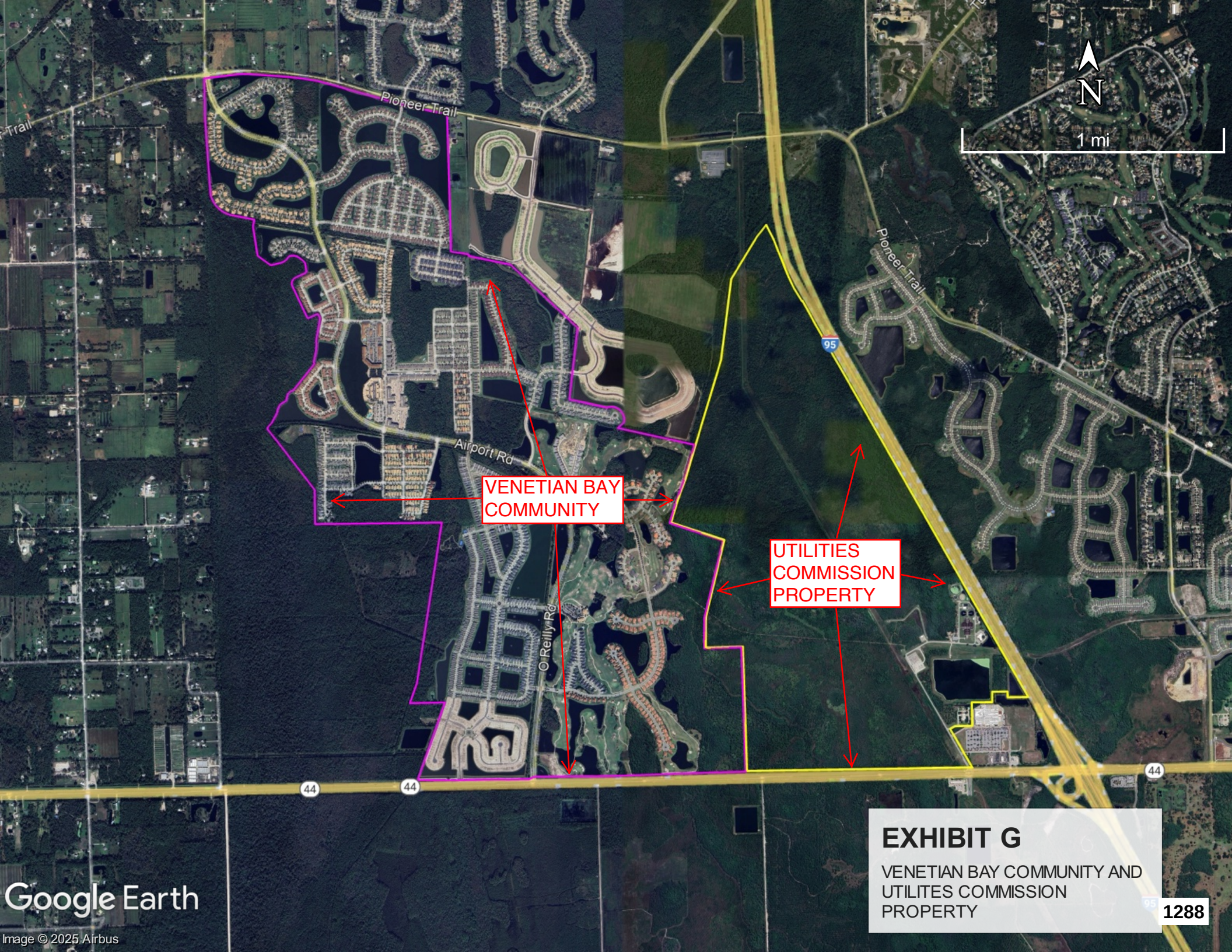


EXHIBIT G

VENETIAN BAY COMMUNITY AND UTILITES COMMISSION PROPERTY

1288

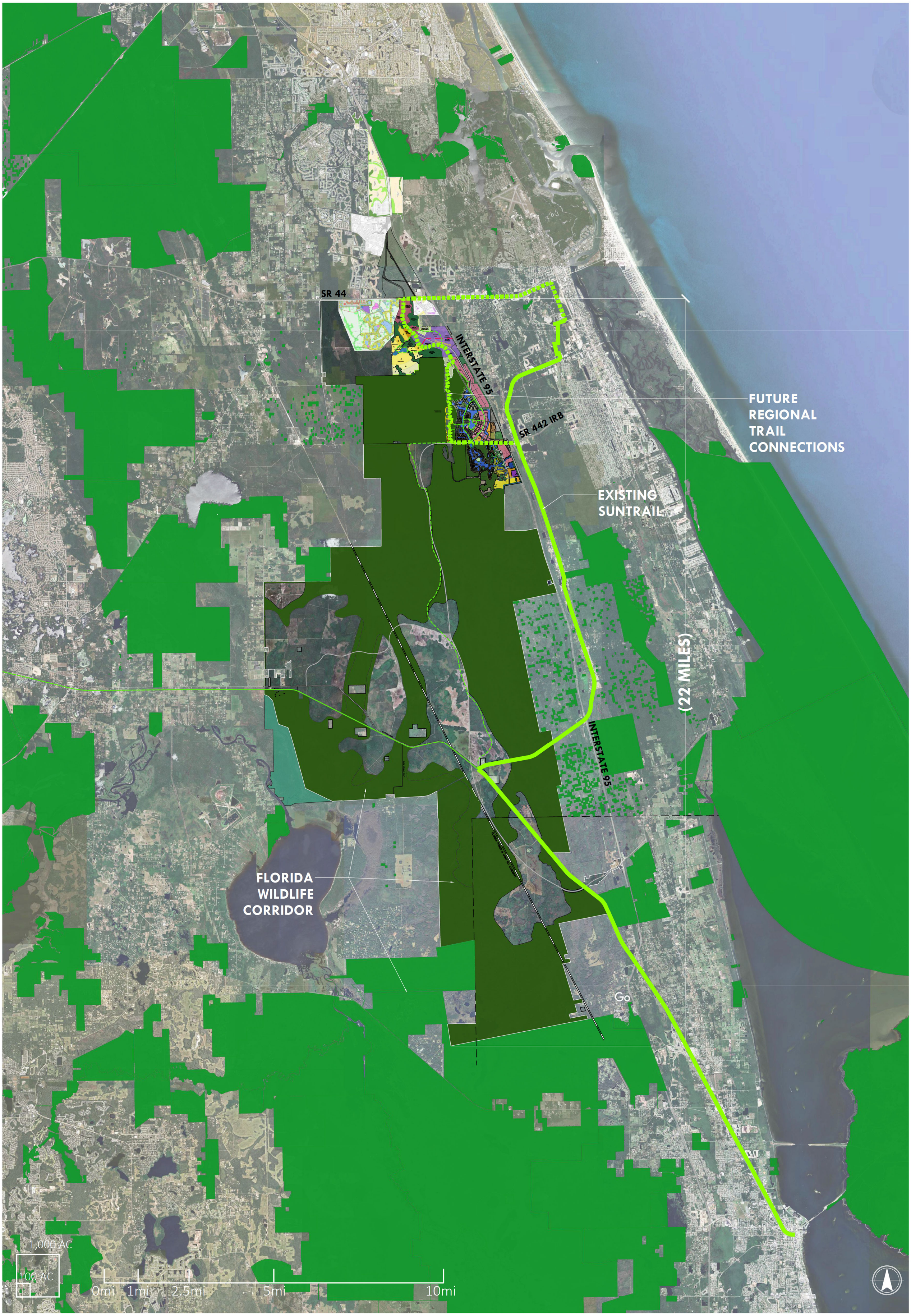
DEERING PARK INNOVATION CENTER + DEERING PARK NORTH & DEERING PARK CENTER - CONCEPTUAL MASTER PLAN

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

scale: 1"= 1,200'
04.12.2024
1289

0' 600' 1200' 2400'
SCALE: 1"=1200'

ML+H



DEERING PARK INNOVATION CENTER - DEERING PARK & FLORIDA WILDLIFE CORRIDOR WITH SUNTRAIL NETWORK

scale: 1"= 6,000'
04.12.2024

ML+H

1290

BDA
ENVIRONMENTAL CONSULTANTS

Preliminary Environmental Assessment of the Deering Park Innovation Center at New Smyrna Beach Site, City of New Smyrna Beach, Volusia County, Florida

Introduction

Breedlove, Dennis & Associates, Inc. (BDA) conducted a desktop environmental assessment of the Deering Park Innovation Center at New Smyrna Beach Site (Site). The Site includes approximately 1,618 acres located within Sections 21, 22, 26-28, and 33-36, Township 17 South, Range 33 East located within the City of New Smyrna Beach in Volusia County, Florida (Exhibit 1). The Site is generally located west of Interstate 95 (I-95) and south of State Road (S.R.) 44. Based on a review of historical aerial photography, the Site has been managed for silvicultural purposes since at least the 1970s and continuing to present day. The past and present silvicultural land uses of the Site are evident on current and historical aerial photography included as Exhibit 2 and Composite Exhibit 3, respectively, which depicts the cycles of silvicultural activities within the Site over time. Long-term use of a site for silviculture activities has been known to significantly affect the ecological character and functioning of the landscape.

The purpose of the review was to provide a summary of publicly available database information to approximate the environmental conditions of the Site. The environmental assessment included a desktop database review to compile natural resource information available for the Site in order to approximate the existing ecological conditions and assess the potential for occurrence of species of wildlife or plants listed for protection by the U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) (Listed Species). The information presented herein is based on the best available data and analysis for the Comprehensive Plan Amendment review. However, this information is subject to change based on field verification as part of the permitting process.

Soils

The U.S. Department of Agriculture (USDA) National Technical Committee for Hydric Soils (NTCHS) defines a hydric soil as a soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (43). The NTCHS and Natural Resources Conservation Service (NRCS) have generated a National Hydric Soils List using selected soil properties indicative of hydric soils. The hydric classification listed within this table is based on the properties of all soil types which comprise a map unit. Soils are classified as hydric, predominantly hydric, partially hydric, predominantly nonhydric, and nonhydric. A classification of "partially hydric" indicates the map unit is comprised of both hydric and nonhydric soils. "Partially hydric" soils require field verification to determine the presence or absence of hydric soil indicators.

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According to the USDA NRCS Soil Survey Geographic database (42) for Volusia County, Florida, the following soil types occur within the project site (Exhibit 4).

Soil Map Unit	Number	Hydric Classification	Percent of Map Unit	General Description
Basinger fine sand, frequently ponded, 0 to 1 percent slopes	8	Predominantly hydric	95	Poorly drained, 0 to 1 percent slopes, depressions
Cassia fine sand, 0 to 2 percent slopes	13	Nonhydric	0	Somewhat poorly drained, 0 to 2 percent slopes, knolls and rises
Eau Gallie fine sand	20	Predominantly nonhydric	10	Poorly drained, 0 to 2 percent slopes, flatwoods
Eau Gallie fine sand, frequently ponded, 0 to 1 percent slopes	21	Hydric	100	Very poorly drained, 0 to 2 percent slopes, depressions, flats, and drainageways
Immokalee sand	29	Predominantly nonhydric	21	Poorly drained, 0 to 2 percent slopes, flatwoods
Immokalee sand, depressional	30	Hydric	100	Very poorly drained, 0 to 2 percent slopes, drainageways and depressions
Malabar fine sand	31	Predominantly hydric	95	Poorly drained, 0 to 2 percent slopes, flats
Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	32	Predominantly nonhydric	25	Poorly drained, 0 to 2 percent slopes, flatwoods
Myakka fine sand, frequently ponded, 0 to 1 percent slopes	33	Predominantly hydric	97	Very poorly drained, 0 to 1 percent slopes, depressions
Myakka-St. Johns complex	34	Hydric	100	Very poorly drained, 0 to 2 percent slopes, depressions and drainageways
Pineda-Pineda, wet, fine sand, 0 to 2 percent slopes	45	Partially hydric	52	Poorly drained, 0 to 2 percent slopes, flatwoods and drainageways
Pits	47	Nonhydric	0	——
Pomona fine sand	49	Predominantly nonhydric	14	Poorly drained, 0 to 2 percent slopes, flatwoods
Pomona fine sand, depressional, 0 to 2 percent slopes	50	Hydric	100	Very poorly drained, 0 to 2 percent slopes, drainageways and depressions

Soil Map Unit	Number	Hydric Classification	Percent of Map Unit	General Description
Pomona-St. Johns complex	51	Predominantly hydric	99	Very poorly drained, 0 to 2 percent slopes, drainageways and depressions
Samsula muck, frequently ponded, 0 to 1 percent slopes	56	Hydric	100	Very poorly drained, 0 to 1 percent slopes, depressions
Smyrna-Smyrna, wet, fine sand, 0 to 2 percent slopes	60	Predominantly nonhydric	23	Poorly drained, 0 to 2 percent slopes, flats and flatwoods
Wabasso-Wabasso, wet, fine sand, 0 to 2 percent slopes	73	Predominantly nonhydric	23	Poorly drained, 0 to 2 percent slopes, flatwoods

Wetlands and Drainage Basins

The USFWS' National Wetlands Inventory (NWI) database (47) is a publicly available resource that provides general information on the abundance, characteristics, and distribution of wetlands. This data layer is based on data contributions provided by others, to include federal, state, and local governmental agencies, nonprofit organizations, and tribal entities. This dataset represents a general location of potential wetlands that may occur on a site and can be useful in reviewing for conceptual project planning purposes. The NWI data available for the project site is depicted on Exhibit 5. The landward extent of wetlands would be field-delineated in accordance with Chapter 62-340 of the Florida Administrative Code (F.A.C.) to identify the landward extent of wetlands that would be considered jurisdictional by the St. Johns River Water Management District (SJRWMD). The landward extent of federally jurisdictional "waters of the United States" (WOTUS) would be delineated in accordance with the regulatory criteria of the Florida Department of Environmental Protection (FDEP) or Department of the Army, Corps of Engineers (ACOE) as appropriate.

Exhibit 6 depicts the U.S. Geological Survey (USGS) Watershed Boundary Dataset (58) (i.e., hydrologic boundaries) to the Watershed (10-digit) level relative to the Site. The western portion of the Site falls within the Deep Creek South – St. Johns River watershed [Hydrologic Unit Code (HUC) 10-0308010112]; the south-central portion of the site falls within the Puzzle Lake – St. Johns River watershed (HUC 10-0308010109); and the eastern portion of the site falls within the Rose Bay – Spruce Creek Frontal watershed (HUC 10-0308020101). In addition to the HUC boundary data, the USGS national hydrography dataset (NHD) database (57) was reviewed to identify publicly available hydrographic features present on the Site and within the vicinity of the Site. This database includes lake/pond, swamp marsh, reservoir, and estuary features, as well as hydrologic flow lines for both natural and artificial flow paths to represent regional water flows. The following summarizes water flow patterns relative to each of the watersheds within which the Site is located.

Deep Creek South – St. Johns River watershed (HUC 10-0308010112)
The only NHD flow lines depicted on Exhibit 6 include artificial flow paths that indicate the direction of flow from this portion of the Site is generally west toward the Samsula Canal and then south. The Samsula Canal is a man-made drainage feature located west of the Site and the Spruce Creek swamp wetlands that primarily traverses a north/south direction from the Spruce Creek tributary south to wetlands in the vicinity of Lake Ashby and the Farmton area. The artificial flow paths would provide drainage of water flows to the areas west to the Samsula Canal. The NHD flow lines do not show directional flow to the north toward Spruce Creek until north of S.R. 44 within the Rose Bay – Spruce Creek Frontal watershed (HUC 10-0308020101).

Puzzle Lake – St. Johns River watershed (HUC 10-0308010109)
Wetlands in this portion of the site are associated with a larger north/south wetland strand that parallels the Spruce Creek Swamp wetland strand to the west. Water flow from this portion of the Site is generally to the south; however, water flow is restricted and impounded by the unimproved portion of Opossum Camp Road (in the vicinity of the intersection of S.R. 442 and I-95). An upland cut ditch paralleling Opossum Camp Road in combination with culverts under the roadway provide for a hydrologic connection to the larger wetland system to the south.

Rose Bay – Spruce Creek Frontal watershed (HUC 10-0308020101)
This portion of the Site is contiguous with the I-95 corridor. Water flows in this portion of the watershed are restricted by I-95 to the east and the intersection of S.R. 44 with I-95 to the north.

Ecological Communities

Based on the SJRWMD Land Use and Land Cover dataset, the Site contains approximately 951.21 acres of uplands, 661.54 acres of wetlands, and 4.95 acres of surface waters (Exhibit 7). The Statewide Land Use Land Cover dataset is a general mapping tool for analysis and planning created through compilation of the Land Use datasets created by the five Water Management Districts in Florida. The SJRWMD region was completed in 2013, and parts of Volusia County were updated in 2016 using 2015-2016 aerial imagery. Field inspections will be conducted to verify local conditions and vegetative associations. The vegetative communities and land use types identified for the Site by the SJRWMD dataset were further evaluated by BDA scientists to generally characterize the habitats present and provide the basis for an assessment of the occurrence or likelihood of occurrence for Listed Species (Exhibit 8). The vegetative characterizations provided herein are based on available information from the SJRWMD dataset, the Florida Land Use, Cover and Forms Classification System (9), the Guide to the Natural Communities of Florida (25), and available aerial photography. Botanical nomenclature (scientific names) is per Wunderlin and Hansen (59).

The vast majority (~88%) of the upland communities and more than half of the Site (~52%) are mapped as pine plantations. The majority of wetlands mapped for the Site exist within large basin and strand systems intermixed with the plantation areas. Potential historical vegetation associations for the Site as mapped by Davis (5) include South Florida Pine Flatwoods and Swamp Hardwood Forests. The ecological conditions of the Site have been influenced by the underlying physical template (i.e., topography, hydrology, soils). However, the historical and current silvicultural land use on the Site may have a more significant impact on the ecological character and functioning of the landscape. Based on review of available aerial photography which depict cycles of timber harvest and replanting over time, the Site has been utilized for silvicultural purposes since at least the 1970s and continuing to the present day. The presence of trail roads on early historical aerials likely indicates prior rangeland use of the Site. Available aerial photography also depicts historical improvements to S.R. 44 to the north of the Site, construction of I-95 immediately east of the Site, and the utility corridor that traverses the eastern portion of the Site. Historical and present-day construction of canals, ditches, roads, and planting beds has modified the natural topography, hydrology, and drainage characteristics, thereby altering the natural structure and function of both uplands and wetlands. Site-specific land use and vegetation descriptions will be provided as part of future permit application for the Site. General descriptions of the cover types mapped for the Site are provided below.

Surface Waters

Reservoirs (530)
Reservoirs (530) cover type is mapped for approximately 4.95 acres and is represented by a man-made surface water impoundment in the northern portion of the Site. According to available aerial photography, the reservoir was excavated in the early 1950s and was a former borrow pit area associated with improvements to S.R. 44 to the north of the Site.

Wetlands

Cypress (621)
Cypress (621) swamps are mapped for approximately 104.45 acres throughout the Site. This community type occupies depressions and floodplains and typically has a long hydroperiod. The overstory is typically comprised of either bald-cypress (*Taxodium distichum*) or pond-cypress (*Taxodium ascendens*); common associates include swamp tupelo (*Nyssa sylvatica* var. *biflora*), slash pine (*Pinus elliottii*), and other hydrophytic trees. The understory is typically comprised of a diversity of shrubs, ferns, emergents, and floating aquatics. Characteristic understory species generally include species such as common buttonbush (*Cephalanthus occidentalis*), dahoon (*Ilex cassine*), fetterbush (*Lyonia lucida*), myrtle dahoon (*Ilex cassine* var. *myrtifolia*), red maple (*Acer rubrum*), swamp bay (*Persea palustris*), Virginia willow (*Itea virginica*), and wax myrtle (*Myrica cerifera*), as well as arrowheads (*Sagittaria* spp.), beaksedge (*Rhynchospora* sp.), bladderwort (*Utricularia* sp.), bog hemp (*Boehmeria cylindrica*), lizard's tail (*Saururus cernuus*), maidencane (*Panicum hemitomon*), seven sisters (*Crinum americanum*), and royal fern (*Osmunda regalis*).

Vines and epiphytes such as eastern poison ivy (*Toxicodendron radicans*) and airplant (*Tillandsia* spp.) are also common associates.

Hydric Pine Flatwoods (625)

Hydric Pine Flatwoods (625) communities are mapped for approximately 40.58 acres of the Site. This community type is typically seasonally inundated and characterized by a sparse to moderate overstory of slash pine with a grassy or shrubby understory. Other vegetative species associated with this community type generally include species such as pond pine (*Pinus serotina*), cabbage palm (*Sabal palmetto*), fetterbush, large gallberry (*Ilex coriacea*), sweetbay (*Magnolia virginiana*), toothachegrass (*Ctenium aromaticum*), and wiregrass (*Aristida stricta*).

Wetland Forested Mixed (630)

Wetland Forested Mixed (630) communities account for much of the mapped wetland cover types on the Site, encompassing approximately 459.51 acres. This community type is found intermediate between swamps and uplands and represent wetlands in which the canopy composition is dominated by neither pines nor hardwoods, and which typically have a short hydroperiod. Characteristic overstory species include a diversity of hydrophytic to mesophytic trees such as oaks (Quercus spp.), pines (Pinus spp.), sweetbay, sweetgum (*Liquidambar styraciflua*), and sugarberry (*Celtis laevigata*). Wetter locations may also include species such as American elm (*Ulmus americana*), cypress (*Taxodium* spp.), red maple, and swamp tupelo. The variable understory may include dense shrubs or a mix of grasses, herbs, and ferns, with a range of species suited to mesic and/or hydric conditions.

Freshwater Marshes (641)

Freshwater Marshes (641) community type is mapped for an approximately 0.90 acre area in the northern portion of the Site. This community type typically occupies both depressions and floodplains, and has a long hydroperiod. Marshes are treeless herbaceous communities that contain a predominance of grasses, sedges, broadleaf emergent, floating aquatics, or shrubs. Characteristic vegetation may include species such as American white waterlily (*Nymphaea odorata*), bulltongue arrowhead (*Sagittaria lancifolia*), swamp sawgrass (*Cladium* sp.), maidencane, pickerelweed (*Pontederia cordata*), sand cordgrass (*Spartina bakeri*), St. John's-wort (*Hypericum* sp.), and willow (*Salix* spp.).

Wet Prairies (643)

Wet Prairies (643) community type is mapped for approximately 4.38 acres and represents part of a powerline easement bisecting the eastern portion of the Site. This community type is found on flat land that is usually saturated, but only occasionally inundated. Wet prairies are treeless communities with dense herbaceous cover and few shrubs. Characteristic vegetation includes species such as beaksedge (*Rhynospora spp.*), blue maidencane (*Amphicarpum muhlenbergianum*), cutthroatgrass (*Panicum abscissum*), flattened pipewort (*Eriocaulon compressum*), pitcherplant (*Sarracenia* spp.), toothachegrass, wiregrass, and yelloweyed grass (*Xyris* sp.).

Mixed Scrub-Shrub Wetland (646)
Mixed Scrub-Shrub Wetland (646) community type is mapped for approximately 51.72 acres within the Site and represents areas of past disturbance and/or timber harvest based on a review of aerial photography. This community type is also identified as Wetland Scrub (631) by the FLUCFCS (9). There is typically not a dominant shrub species and where present, canopy taxa are sparse and may be stunted. Vegetation associated with this community type generally includes species such as pond-cypress, swamp tupelo, willow, and other low-growing hydrophytic plants.

Uplands

Improved Pastures (211)
Improved Pastures (211) cover type is mapped for approximately 6.56 acres and represents a previously cleared area associated with silvicultural land uses in the northern portion of the Site. This cover type is described as land which has been cleared, tilled, and replanted with specific grass types to facilitate grazing and is periodically maintained by agricultural practices.

Shrub and Brushland (320)
Shrub and Brushland (320) cover type is mapped for approximately 6.02 acres in the northern portion of the Site and represents a previously cleared area west of the on-site reservoir. This cover type is described as a diverse mixture of woody scrub plants with various short herbs and grasses. Saw palmetto (*Serenoa repens*) typically comprises much of the plant cover; other common associates may include gallberry (*Ilex glabra*) and wax myrtle.

Mixed Upland Nonforested (330)
Mixed Upland Nonforested (330) cover type is mapped for approximately 41.80 acres, primarily within the northern portion of the Site and represents areas previously subject to timber harvest or other silvicultural land use activities. This cover type is also identified as Mixed Rangeland (330) by the FLUCFCS (9) and is described as a greater than one-third intermixture of either grassy or shrubby rangeland. Vegetation associated with this cover type generally includes taxa found in the 320 cover type, as well as wiregrass (*Aristida* spp.).

Pine Flatwoods (411)
Pine Flatwoods (411) community type is mapped for 38.15 acres scattered throughout the Site. This community type is generally characterized by an open overstory of longleaf pine (*Pinus palustris*) or slash pine, and less frequently pond pine. Characteristic flatwoods understory species include gallberry, saw palmetto, and wax myrtle. Other common associates of this cover type may include coastalplain staggerbush (*Lyonia fruticosa*) and fetterbush, as well as bluestem (*Andropogon* sp.), dropseed (*Sporobolus* sp.), panicgrass (*Panicum* sp.), and wiregrass.

Upland Mixed – Coniferous/Hardwood (434)
Upland Mixed – Coniferous/Hardwood (434) community type is mapped for approximately 2.39 acres in the northeastern portion of the Site adjacent to other previously cleared and/or timbered areas. This community type is described as uplands in which neither pines nor hardwoods dominate the dense canopy and the understory consists of shade-tolerant shrubs and sparse groundcover. Characteristic canopy species associated with this cover type generally include hackberry (*Celtis occidentalis*), loblolly pine (*Pinus taeda*), maple (*Acer* sp.), oak (Quercus sp.), pignut hickory (*Carya glabra*), southern magnolia (*Magnolia grandiflora*), sweetgum, and white ash (*Fraxinus americana*).

Coniferous Plantations (441)
Coniferous Plantations (441) cover type is mapped for approximately 636.72 acres, encompassing most of the upland cover on the Site. This cover type represents existing silviculture land use areas in which high densities of pine (*Pinus* spp.) have been planted for timber production, frequently in uniform row patterns. Understory composition and density is influenced by stand age and resultant shading by the pine canopy, as well as presence of bedded rows installed to ensure crop survival. This cover type can also include wetland components when established on hydric soils.

Forest Regeneration Area (443)
Forest Regeneration Areas (443) cover type is mapped for approximately 201.18 acres, primarily in the southwestern portion of the Site. This cover type represents previously harvested plantation areas which will be reforested through future silvicultural practices and not allocated for abandonment or other land use. Vegetation associated with this cover type generally includes remnant planted pine (*Pinus* spp.), as well as regenerating understory taxa like those found in the 320 and 330 cover types.

Roads and Highways (814)
Roads and Highways (814) land use is mapped for 0.34 acre within the northern portion of the Site.

Electrical Power Transmission Lines (832)
Electrical Power Transmission Lines (832) land use is mapped for 18.05 acres in the eastern portion of the Site.

Listed Species

The vegetative cover types as mapped for the Site were evaluated to conduct a desktop review of the potential for occurrence or likelihood of occurrence for species of wildlife or plants listed for protection by the USFWS and FWC (Listed Species) under provisions of the Endangered Species Act (ESA) of 1973, as amended (6) and the Florida Rule (21). Listed species known to occur within Volusia County, Florida are

summarized in Exhibit 8. This information is subject to change based on field verification as part of the permitting process.

The likelihood of occurrence for Listed Species is based on a comparison of known general habitat requirements by these species with the habitats found on or near the Site; the quantity, quality, and adjacency of these habitats; as well as any historical observation records of these species. The likelihood of occurrence for Listed Species referenced in this report was rated as high, moderate, low, unlikely, or not applicable based on knowledge of a species' habitat preference and cover types present within the Site. A likelihood of occurrence given as "unlikely" indicates that no, or very limited, suitable habitat for this species exists onsite, but the Site is within the documented range of the species; "not applicable" indicates that the habitat for this species does not exist on or adjacent to the Site.

Plants

Etonia Rosemary *(Conradina etonia) (USFWS, E)*, Lewton's Polygala *(Polygala lewtonii) (USFWS, E)*, Papery Whitlow-wort *(Paronychia chartacea) (USFWS, T)*, Pigeon Wings *(Clitoria fragrans) (USFWS, T), and* Pygmy Fringe-tree *(Chionanthus pygmaeus) (USFWS, E)*
Habitats known to support the above plant species listed as Threatened (T) or Endangered by the USFWS include sandhill, scrub, or other xeric upland cover types historically found in Volusia County; however, the Site is not located within the USFWS Lake Wales Ridge Plants Consultation Area (45). Soil types known to support scrub habitats are mapped for only about 3.30 acres (<1%) of the Site; however, these soils have been converted to silviculture, and would not include open, fire-maintained conditions suitable for these plant species. Available databases do not contain records for these five Listed Species of plants within or immediately adjacent to the Site. Based on current conditions and land uses, plant species listed for protection by the USFWS have a low likelihood of occurrence on the Site.

Okeechobee Gourd (Cucurbita okeechobeensis subsp. okeechobeensis) (USFWS, E)
The Okeechobee gourd is fibrous-rooted, high-climbing vine found in two small, disjunct populations: one along the St. Johns River which separates Lake, Volusia, and Seminole counties and a second around the shoreline of Lake Okeechobee (49). This endemic species occurs in mucky soils on Lake Okeechobee shores and islands, and in floodplain forests along the St. Johns River, but was historically common in pond apple swamps of south Florida. The Site location is not in the vicinity of historical occurrence records for the St. Johns River population which primarily occurs along the main waterway of the river (49). Wetland cover types are mapped for the Site, but the Site is not contiguous with the St. Johns River; therefore, the Okeechobee gourd has a low likelihood of occurrence on the Site.

Rugel's Pawpaw (Deeringothamnus regelii) (USWFS, E)
Rugel's pawpaw is an endemic plant species known only from Volusia County (51). This plant is found in pine flatwoods communities which are periodically burned to maintain open understory conditions and

occurrence records are frequently associated with Immokalee soils (51). As of 2023, there are only 42 known occurrence records for Rugel's pawpaw, including both private and public lands (51). There are no occurrence records for Rugel's pawpaw within the Site, but there are three historical occurrence records (circa 1987 to 1995) located approximately 0.1 to 0.2 mile east of the northeastern Site boundary and there are several more records (circa 1938 to 1995) located 4 to 5 miles west of the Site. Flatwoods cover types and soil types known to support this species are mapped for portions of the Site, although the silvicultural current land uses of the Site do not provide habitat conditions suitable for this species. Therefore, Rugel's pawpaw has a moderate likelihood of occurrence on the Site.

Amphibians and Reptiles

Striped Newt (Notophthalmus perstriatus) (T, FWC)

At least the eastern portion of the Site is located within the range of the striped newt as mapped by the FWC *Striped Newt Species Conservation Measures and Permitting Guidelines* (23). Striped newts have a complex life cycle that requires both upland and wetland habitats (29). Striped newts breed within seasonally dry herbaceous wetlands, and they rely on the surrounding xeric uplands (i.e., sandhill, scrub, scrubby flatwoods, mesic flatwoods) within at least 1,640 ft of their breeding wetlands (23). This species may also use other types of ephemeral or semipermanent breeding ponds that lack predatory fish species (23). Striped newts are known to use breeding wetlands on over a dozen properties; however, due to low detectability, the striped newt is considered a cryptic species outside of known breeding wetlands and uplands within 1,640 ft of those wetlands (23). As a cryptic species, pre-project surveys for the striped newt are not recommended by the FWC.

Based on various databases, there are no records of striped newt occurrence on the Site. Approximately 3.30 acres (<1%) of xeric soil types that typically support scrub habitat types preferred by this species are mapped for the eastern portion of the Site; however, these soils have been converted to silviculture. Based on the absence of sandhill habitat on the Site and the historical management of pine plantations on the Site, there is a low likelihood that the striped newt occurs on the Site. Updated locality data for this species should be obtained from FWC if habitat modification is proposed to occur in or within 1,640 ft of suitable wetlands embedded within xeric uplands in the range of the striped newt.

American Alligator (Alligator mississippiensis) (T, USFWS)

The American alligator is listed as "Threatened" by the USFWS due to its similarity of appearance. The similarity of appearance designation reflects that, while the American alligator is fully recovered and is not itself threatened, its close resemblance to other crocodilian species, which are endangered or threatened, requires that the American alligator also be regulated. American alligators are found throughout Florida in permanent water bodies of freshwater including marshes, swamps, lakes, reservoirs, and rivers. Suitable habitat for the American alligator is present onsite, including reservoirs and wetlands, and there is a high likelihood of occurrence for this species.

Eastern Indigo Snake (Drymarchon corais couperi) (T, USFWS)
Eastern indigo snakes are found in a variety of habitats throughout Florida, from mangrove swamps and wet prairies to sandhill and scrub habitats, and they often winter in the burrows of gopher tortoises (*Gopherus polyphemus*). Based on the FWC and USFWS habitat models (11, 19, 53), the Site is mapped as primary and secondary habitat/ low to moderate potential for occurrence of the eastern indigo snake. Currently, the USFWS uses a 1.70-mile radius from a documented occurrence to assess probability of occurrence on a project site in the North Ecological region. Based on various databases, there are no occurrence records of eastern indigo snakes on or within a 1.7-mile radius of the Site. According to the Volusia County Florida Natural Areas Inventory (FNAI) (26) data, the nearest historical occurrence records for eastern indigo snakes are approximately 5.5 miles (circa 1982) and 6.5 miles (circa 1967) southeast of the Site. Therefore, eastern indigo snakes have a low to moderate potential for occurrence on the Site.

The FWC and USFWS provide conservation measures for minimizing potential adverse effects to eastern indigo snakes. The FWC has adopted a management plan and a relocation permit process for gopher tortoises, which provides guidance for conservation of commensal species associated with gopher tortoise burrows such as the eastern indigo snake. The USFWS provides *Standard Protection Measures for the Eastern Indigo Snake* (55) to be implemented during construction activities. Future permitted development activities on the Site will be subject to the guidance provided by the FWC and USFWS and should utilize the *Standard Protection Measures* to minimize potential adverse effects from construction on the eastern indigo snake. Consultation with the USFWS is recommended to confirm the nearest known occurrence record for this species and to verify that use of the Standard Protection Measures will be sufficient for proposed development activities associated with this Site.

Gopher Tortoise (Gopherus polyphemus) (State Threatened [ST], FWC)
Gopher tortoises typically inhabit sites with soils that support sandhill, scrub, and pine flatwoods habitats. Suitable soils are mapped for portions of the Site, and FWC potential habitat models (4, 15, 19) indicate that only about 5-10% of the Site, primarily in the northern and central portions, are mapped as upland habitats potentially suitable for gopher tortoises. Based on the current silviculture uses of the Site, gopher tortoises have a low to moderate likelihood of occurrence.

In accordance with the FWC *Gopher Tortoise Permitting Guidelines* (Guidelines) (18), a 100% survey of all areas of suitable gopher tortoise habitat must be conducted prior to the start of any Site development activities (including silt fence installation, clearing, or grading) to determine the population size and distribution of gopher tortoises currently on the Site and evaluate management options available for this species. A relocation permit from the FWC will be required to relocate the gopher tortoise(s) to an off-site FWC Certified Gopher Tortoise Recipient Site.

Sand Skink (Neoseps reynoldsi) (USFWS, T; FWC, FT)
The USFWS Peninsular Florida Species Conservation and Consultation Guide for Sand Skink and Bluetail Mole Skink (Guidelines) (48) establish a consultation area for the sand skink and bluetail mole skink *(Eumeces [=Plestiodon] egregius lividus)* that includes portions of 13 counties in which the documented range exists for those species. Volusia County is one of these 13 counties but is not one of the seven counties where primary populations of sand skinks occur, and the mapped consultation area only includes portions of the western extent of this county. The Guidelines generally describe suitable habitat as specific loose soil types occurring at or above 82 feet above sea level under natural and degraded cover types that include improved pastures.

This information indicates the Site does not lie within the consultation area established by the Guidelines. Additionally, the Site does not meet USFWS criteria for sand skink surveys based on the USFWS Guidelines for elevation, and suitable soil types are not mapped for the Site. Based on the absence of suitable habitat and lack of historical occurrence records, it is unlikely that sand skinks occur on the Site.

Florida Pine Snake (Pituophis melanoleucus mugitus) (T, FWC)
The Site is located within the range of the Florida pine snake (27). Florida pine snakes typically occur in sandhills and former sandhills (including old fields and pastures, sand pine scrub, and scrubby flatwoods) with relatively open canopies and dry sandy soils. Various databases contain no records of Florida pine snakes on or near the Site, and the nearest occurrence record for this species is located approximately 12 miles northeast of the Site (15). Older FWC habitat models (4) indicate disjunct areas totaling <5% of the Site were mapped as potentially suitable habitat for Florida pine snakes. The FWC Integrated Wildlife Habitat Ranking System Model (19) indicates <1% of potential habitat for the Florida pine snake occurs within the Site. Soils and land cover data indicate that the xeric sandhill habitats preferred by this species do not occur on the Site. The Florida pine snake has a low potential for occurrence on the Site based on the historical and current land uses of the Site and the limited amount of potential habitat for the Florida pine snake.

Birds

Bald Eagle (Haliaeetus leucocephalus)
The bald eagle is protected by the USFWS under provisions of the Bald and Golden Eagle Protection Act (BGEPA) (2) and the Migratory Bird Treaty Act (32). Recovery goals have been achieved for this species; therefore, the bald eagle is no longer listed or protected as a "Threatened" species under the ESA of 1973, as amended. The FWC revised the state bald eagle rule (10) to remove the need for a state permit to impact bald eagles or their nests. The USFWS has implemented National Guidelines (46) to assist private landowners and others to plan land-use activities in proximity (within 660 feet) of active bald eagle nests that will minimize the likelihood of causing "disturbance" to nesting bald eagles, as defined under the

BGEPA. Coordinating with the USFWS for guidance prior to undertaking any activity that may result in "disturbance" of nesting bald eagles is recommended.

The FWC bald eagle nest database (16) and Audubon EagleWatch database (1) were reviewed to determine the locations of all nests that occur on or in close proximity to the Site. As depicted on Exhibit 9, the nearest recorded bald eagle nest is No. VO147; it is located approximately 0.5 mile north of the Site and was reported as monitored/occupied in 2023 (1). The databases contain records for two other nests located approximately 0.8 mile east (16) and 0.8 mile southeast (1) of the Site, respectively. There are no bald eagle nests reported to occur within 660 feet of the Site boundary; therefore, consistent with the National Guidelines, it is unlikely that development activities on the Site would adversely affect bald eagles. However, prior to initiation of development activities within the Site, the area should be inspected to determine if any bald eagle nests have been established.

Florida Sandhill Crane (Antigone canadensis pratensis) (ST, FWC)

Florida sandhill cranes nest in shallow, emergent palustrine wetlands, particularly those dominated by pickerelweed and maidencane. They feed in a variety of open, upland habitats, mostly prairies, but also human-manipulated habitats such as sod farms, ranchlands, pastures, golf courses, airports, and suburban subdivisions (34, 41, 61). Home ranges of individual pairs overlap with those of adjacent pairs and average approximately 1,100 acres. Core nesting territories within home ranges vary from approximately 300 acres to 625 acres and are aggressively defended from other cranes (62).

The FWC potential habitat model (4) indicates the Site was not mapped as potentially suitable habitat for Florida sandhill cranes. The Site is not located within the current range of Florida sandhill cranes as mapped by the FWC ISMP (15), and is not located within a Breeding Bird Atlas (BBA) (30) block in which Florida sandhill cranes have been observed nesting. The Site is comprised of primarily forested cover types which do not provide potentially suitable foraging habitat for this species. Herbaceous wetland types potentially suitable to support nesting by this species are mapped for only 5.28 acres (<1%) of the Site. Therefore, there is a low likelihood that Florida sandhill cranes forage on the Site, and nesting by this species is unlikely.

The FWC Imperiled Species Management Plan (ISMP) *Florida Sandhill Crane Species Guidelines* provide a recommended methodology for surveys within Florida sandhill crane breeding habitat to be conducted prior to any development on the Site (14). If active Florida sandhill crane nests are documented on the Site, measures to avoid take as recommended by the FWC will be implemented (to include avoiding activities within 400 feet of the nest; if flightless young are present and avoiding land conversion in uplands within 1,500 feet of the nest until chicks are capable of sustained flight).

Florida Scrub-jay (Aphelocoma coerulescens) (T, USFWS)

The Site is located within the USFWS consultation area for Florida scrub-jays. However, available databases contain no records of Florida scrub-jay territories within the Site. Based on the Volusia County Florida Natural Areas Inventory (FNAI) data (26), the nearest historical occurrence record (circa 2005) for scrub-jays is approximately 3.4 miles north of the Site near the Dorris Leeper Spruce Creek Preserve. Although 85% of documented Florida scrub-jay dispersal is within two miles of the natal territory, scrub-jays may occasionally disperse up to five miles to establish territories of their own (8, 38). Recolonization of vacant patches of habitat rarely occurs beyond about 7.4 miles (39). Florida scrub-jay territories that are within 7.4 miles of one another are considered to be members of the same metapopulation (38, 39). Based on the FWC habitat models (4, 7), only about 3.30 acres (<1%) in the eastern portion of the Site was mapped as potential habitat for the Florida scrub-jay.

Based on the historical silvicultural use of the Site, Florida scrub-jays have a low likelihood for occurrence onsite due to poor on-site habitat conditions. As future stages of planning and development occur on the Site, the potential for field surveys for the presence of Florida scrub-jays on the Site will be evaluated. If Florida scrub-jays are found to occur on the Site, consultation with the USFWS will be conducted to address conservation measures for this species.

Florida Burrowing Owl (Athene cunicularia floridana) (ST, FWC)

The Site is located within the current range of the Florida burrowing owl as depicted by the FWC ISMP (15). Burrowing owls typically occur in open, well-drained treeless areas where herbaceous groundcover is low and sparse. Burrowing owls historically occurred primarily in the dry prairies of central Florida, but land clearing and wetlands drainage have greatly expanded the range and habitats used by burrowing owls (33). Burrowing owls presently occur in a variety of open well-drained habitats including improved pastures, golf courses, school campuses, athletic fields, airports, cemeteries, and industrial/residential complexes (33, 61). Burrowing owls construct burrows in well-drained soils but will also adopt abandoned gopher tortoise burrows or will nest in polyvinyl chloride pipes, culverts, and under the eaves of buildings (61).

The Site is not located within a BBA (30) block in which Florida burrowing owls have been observed nesting, and the nearest BBA record of confirmed nesting by Florida burrowing owls is more than 30 miles west of the Site. FWC habitat models (4, 7) indicate that the Site is not mapped as potential habitat for burrowing owls and there are no documented occurrence records on the Site (15, 26); therefore, it is unlikely this species occurs on the site. If burrowing owls are detected on or immediately adjacent to the Site, avoidance and minimization measures will be implemented consistent with the FWC *Florida Burrowing Owl Species Conservation Measures and Permitting Guidelines* (13).

Red-cockaded Woodpecker (Dryobates (=Picoides) borealis) (USFWS, E; FWC, FE)
The Site is not located within the USFWS consultation area for red-cockaded woodpeckers (50). In Florida, this species inhabits slash (*Pinus elliottii*), longleaf, and loblolly (*Pinus taeda*) pines. Foraging habitat is comprised of open stands of pines >10" diameter at breast height that typically occurs within 0.5 mile of clusters of cavity trees, and gaps in foraging habitat usually do not exceed 200 feet (50). Female red-cockaded woodpeckers usually disperse no further than 2.0 miles to establish territories of their own in areas where populations are dense, but in areas where populations are sparsely distributed, females may disperse up to 15 miles (50).

Available databases contain no records of red-cockaded woodpecker groups on or adjacent to the Site. The nearest historical occurrence record for red-cockaded woodpeckers is located approximately 15.8 miles west of the Site (26) within the Victoria Park development. More recent occurrence records west of the Tomoka Wildlife Management Area are located more than 22 miles northwest of the Site (20, 26). No portion of the Site is within 0.5 mile of foraging distances of known red-cockaded woodpecker family groups, and the Site is beyond normal dispersal distances of red-cockaded woodpecker occurrence records. The densely planted silvicultural land uses on the Site do not provide open longleaf pine habitats typical for foraging or nesting by this species. This information suggests it is unlikely that red-cockaded woodpeckers occur on the Site.

Wading Bird Rookeries (1999)
There are four State Threatened wading birds: the little blue heron (*Egretta caerulea*), reddish egret (*Egretta rufescens*), roseate spoonbill (*Platalea ajaja*), and tricolored heron (*Egretta tricolor*). All four occur throughout the state, although the reddish egret occurs almost exclusively in coastal areas. Wading birds typically nest in multi-species colonies, although reddish egrets and tricolored herons may nest in small, single species groups or build solitary nests.

The FWC wading bird rookery database (24) from the 1999 statewide survey contains no records of rookeries used by Listed Species of wading birds on the Site, but the database contains records of two active wading bird rookeries within 9.3 miles of the Site (Exhibit 9). The closest wading bird rookery (No. 606303) known to be active in 1999 is located approximately 4.5 miles northeast of the Site (24). Listed species of wading birds will fly up to approximately 9.3 miles from the nesting site to forage in wetlands and return food to incubating adults and nestlings (4). Wetlands within 9.3 miles of wading bird colonies that provide foraging or sheltering are considered important to wading bird nesting success (4). Based on the proximity of at least two known active rookeries within normal foraging distances of the Site, there is a potential for the onsite wetlands to contribute to the nesting success of Listed Species of wading birds, and a moderate to high likelihood these species may occur onsite, particularly the little blue heron or tricolored heron.

The potential also exists for encountering previously unknown wading bird rookeries and for wading bird nesting activity to occur in the forested wetlands adjacent to the Site. If there is evidence of nesting during the breeding season (March through August), all documented wading bird nesting sites should be buffered by 100 meters (328 feet) to avoid disturbance by human activities. If development activities are planned within the recommended buffer, coordination should be conducted with FWC to address conservation measures.

Southeastern American Kestrel (Falco sparverius paulus) (ST, FWC)

Two subspecies of American kestrels (*Falco sparverius*) occur in Florida, the eastern American kestrel (*Falco sparverius sparverius*) and the southeastern American kestrel. The eastern American kestrel winters in Florida, arriving in September and leaving in March or April (40, 61). The southeastern American kestrel is a permanent resident in Florida. Southeastern American kestrels and eastern American kestrels co-occur in Florida during the winter and are virtually indistinguishable in the field. Surveys intended to determine the presence of resident southeastern American kestrels should be conducted between April and August, and surveys for nesting American kestrels ideally would be conducted in April or May (40, 61). Southeastern American kestrels are secondary cavity nesters, typically using cavities excavated by other species in trees or snags. They will occasionally nest in human structures such as utility poles (61). American kestrels feed in open areas, such as croplands, pasture, and open pine flatwoods that are adjacent to nest sites. Home ranges around nest sites range in size from 125 to 800 acres (40, 61).

According to the FWC ISMP (15), the Site is not located within or near a population eclipse or a primary management unit but is located within a secondary management unit for the southeastern American kestrel. The Site is located within the range for southeastern American kestrels as mapped by Collopy (3). Available databases, including the Volusia County FNAI data (26) and the Florida BBA (30), contain no occurrence records of southeastern American kestrels on or near the Site. The nearest Florida BBA block is located approximately 7.4 miles west of the Site (30). The FWC habitat model (4) indicates that the Site was not mapped as potentially suitable for southeastern American kestrels. Based on this information, there is a low likelihood that southeastern American kestrels utilize the Site. Utilization by southeastern American kestrels would be limited to areas that have open pasture-like habitat, such as powerline easements. If any active nest cavity locations are detected on or immediately adjacent to the Site, avoidance and minimization measures will be implemented consistent with the FWC *Southeastern American Kestrel Species Conservation Measures and Permitting Guidelines* (22) and permitting coordination will be initiated to address conservation measures for this species.

Eastern Black Rail (Laterallus jamaicensis jamaicensis) (T, USFWS; FT, FWC)

The eastern black rail is a small, cryptic marsh bird found in salt, brackish, and freshwater marsh habitats (54). This species is primarily associated with herbaceous, persistent, emergent wetland plant cover and occurs across an elevational gradient within the marsh as seasonally determined by the hydrologic conditions (54). Specific habitat requirements for eastern black rails include dense overhead vegetative

cover that allows for movement, moist to saturated substrates interspersed with or adjacent to very shallow water, and elevated refugia to escape high water events (54).

The Site is within the range of the eastern black rail as mapped by the USFWS (54). However, marsh habitats with dense herbaceous vegetation typically preferred by this species are not present onsite or in the immediate vicinity, and there is a low likelihood of occurrence for eastern black rails on the Site.

Wood Stork (Mycteria americana) (T, USFWS)

There are no records of a wood stork colony on the Site based on the most recent USFWS wood stork data (56). The USFWS uses a regulatory tool known as the Core Foraging Area (CFA) to determine the potential effects of project activities on wood stork colonies that have been active within ten years of initiation of consultation. The CFA in Volusia County, Florida, has been determined as a circle, 15 miles in radius, around a nesting colony (56). The area included within the circle represents an area used extensively by adult and juvenile wood storks for foraging during the nesting season. The Site is not located within the 15-mile CFA of any known wood stork colonies that have been active in the last ten years (Exhibit 9). The closest wood stork colony, Hontoon Island Colony, is located approximately 21.5 miles west of the Site and was surveyed and last known active in 2019. Wood storks typically return to the same rookery sites each year to nest (35). Wood storks will travel up to 18.6 miles from rookeries to forage in wetlands and return food to incubating adults and nestlings during the nesting season (4). Wetlands within this distance are considered critical to nesting success and are considered by the USFWS to comprise core foraging areas for known wood stork colonies.

The USFWS describes suitable wood stork foraging habitat (SFH) as "...any area containing open (<25% aquatic vegetation), calm water, and having a permanent or seasonal water depth between 2 and 15 inches (5 to 38 cm) deep. SFH supports and concentrates, or is capable of supporting and concentrating small fish, frogs, and other aquatic prey. Examples of SFH include, but are not limited to, freshwater marshes and stock ponds, shallow, seasonally flooded roadside or agricultural ditches, narrow tidal creeks or shallow tidal pools, managed impoundments, and depressions in cypress heads and swamp sloughs" (56). Reservoirs, cypress swamps, and mixed forested wetlands are mapped for the Site; however, these cover types may provide limited suitable foraging habitat for wood storks due to the densely planted and bedded conditions typical of silvicultural land uses. Although wood storks consume other prey, fish are the primary prey and the onsite habitats are unlikely to support sufficient fish populations for wood stork foraging.

Minimal suitable foraging habitat within and adjacent to the Site, compared with the amount of potential foraging habitat available for wood storks within the CFAs surrounding the nesting colonies, suggests that there is a low to moderate likelihood that wood storks utilize the Site for foraging based on the presence of reservoirs and herbaceous and forested wetlands.

Audubon's crested caracara (Polyborus plancus audubonii) (T, USFWS; FT, FWC)
The crested caracara is a bird of open xeric to mesic habitat, primarily native prairie habitats and associated wetlands, cabbage palms, and cabbage palm-live oak hammocks. The bulk of the population occurs in south central Florida on large cattle-ranches with improved pasture. The Site is not within the USFWS consultation area for crested caracaras (44) or the breeding range of the crested caracara as mapped by Layne (31). The nearest records of caracara nests and sightings are located more than 19 miles southwest of the Site near the Lake County boundary (30) and more than 30 miles south of the Site in Brevard County (26), respectively. Therefore, it is unlikely that crested caracaras utilize the Site based on a lack of suitable habitats and occurrence records.

Everglades Snail Kite (Rostrhamus sociabilis plumbeus) (USFWS, E; FWC, SE)
Snail kites nest in shrub-dominated wetlands associated with lakes, rivers, and extensive wetland systems in central and south Florida (36). Snail kites will occasionally nest in herbaceous wetlands when wetland shrubs are lacking as long as hydrologic conditions are suitable. Snail kites feed almost exclusively on apple snails (*Pomacea paludosa*) by aerially hunting and capturing snails found on emergent vegetation in relatively shallow open water systems. The Site is not located within the USFWS consultation area for the snail kite (52) or the historical breeding range of the snail kite as mapped by Rodgers (36). Snail kites have a low likelihood of occurrence on the Site based on the absence of suitable habitat conditions and lack of occurrence records.

Least Tern (Sterna antillarum) (ST, FWC)
The least tern is a migratory bird that is a breeding summer resident in Florida (28). Least terns typically occur in coastal areas, including beaches, lagoons, bays, and estuaries, but they increasingly are nesting in inland areas near large bodies of water. Historically, least terns nested along the coast on broad, sparsely vegetated, sandy beaches. Typical nesting habitat has been characterized as open bare sand or gravel with vegetation covering <20% of the Site (28). However, the loss of natural nesting habitats has resulted in least terns nesting in a variety of artificial habitats, including gravel rooftops, dredge spoil islands or other dredged material deposits, construction sites, causeways, and mine lands.

The Site is within the current range of the least tern as depicted by the FWC ISMP (15). The likelihood of least terns nesting on the Site is unlikely based on the lack of open bare substrate, distance from the coast, and the Site's location west of I-95.

Mammals

Florida Black Bear (Ursus americanus floridanus)
The Florida black bear is a wide-ranging omnivore that was removed from the FWC list as State Threatened upon meeting recovery criteria for the species and implementation of a statewide management plan in August 2012. An updated Florida Black Bear Management Plan was approved by the FWC on December

11, 2019 (12). Based on the Florida Black Bear Management Plan, the Site is located within the Central Bear Management Unit and is mapped as "Common" or "Abundant" for occurrence of black bear. Although black bears have a statewide distribution, reproducing populations generally occur within nine regions of the state where Primary Range habitat of the species occurs on public and private lands (37). The Site is within the range of one of these nine populations, the St. Johns population. The majority of the Site (western 80%) is within the secondary habitat of the St. Johns population of the Florida black bear (12).

FWC databases contain no records of Florida black bear telemetry on or near the Site. FWC databases contain several roadkill mortalities within the vicinity of the Site, primarily to the north of the Site along SR 44, as well as to the east along I-95, as well as one capture mortality from 2016 to the southwest of the Site (17). Black bear nuisance records exist for adjacent areas near the Site (17). This information indicates that portions of the Site may currently be utilized by Florida black bears at least at certain times of the year, or have been utilized by black bears in the past.

Environmentally Sensitive Features

A review of public databases was conducted to identify and assess environmentally sensitive areas within, and in the vicinity of, the Site. This evaluation was completed to further assist with conceptual site planning efforts to identify areas of natural vegetation to remain within the Site. The following list of regional and local studies were evaluated as part of this effort:

- Location of offsite mitigation banks and conservation lands
- Volusia County Environmental Core Overlay
- Farmton Local Plan

Exhibit 10 depicts the location of the Site relative to other conservation lands/managed areas, to include mitigation banks. The majority of the conservation lands depicted on Exhibit 10 located to the south of the Site are owned by related companies and managed by the same company, Miami Corporation Management, LLC. Miami Alternatives, LLC has owned approximately 47,000 acres in southeast Volusia County and approximately 12,000 acres in northern Brevard Counties for more than 80 years. Due to regional development pressures, the landowners worked with conservation stakeholders to develop the Farmton Local Plan, which established two innovative land use designations: GreenKey and Sustainable Development Area. The GreenKey areas include three mitigation bank sites that comprise the 23,000+-acre Farmton Mitigation Bank, as well as additional conservation lands identified on Exhibit 10. Areas designated as GreenKey comprise at least two-thirds of the Farmton Local Plan and represent areas to be protected in perpetuity. The Farmton Local Plan also established a framework for Volusia County's smart growth initiatives.

The Volusia County Environmental Core Overlay (ECO) map depicts an interconnected system of environmentally sensitive lands, both public and private, with the goal of maintaining habitat connectivity within Volusia County. This map was adopted as an overlay to implement Smart Growth policies within the County. These policies encourage compact development footprints and conservation of connected habitats. In general, the ECO overlay includes areas mapped as Conservation Corridor, Florida Forever Priority "A" lands, portions of the Environmental Systems Corridor, as well as additional lands to provide connectivity between large natural areas, and lands already in public ownership or under conservation easement. Land areas mapped as ECO within Volusia County are considered to be of the highest priority for protection within the County. Exhibit 11 depicts the location of the project site relative to Volusia County's ECO map. None of the Site falls within areas identified as ECO.

General areas proposed to remain in a natural vegetated condition within the Site are depicted on Exhibit 12. Given the significant alterations to native community types resulting from the silvicultural use of the majority of the property, the proposed conceptual plan serves to protect areas of the site that will complement regional and local conservation goals and promote habitat connectivity in this area of Volusia County. Wetland and upland areas conceptually proposed to be preserved post-development are depicted on Exhibit 12 and include approximately 334.6 acres of wetlands and 73.9 acres of associated uplands. The specific boundaries of these areas will be defined during the subdivision and permitting processes.

Regulatory Jurisdiction

St. Johns River Water Management District

The SJRWMD regulates the development and construction of storm water management systems pursuant to the environmental resource permitting rules and regulations, and the criteria contained in Chapter 62-330, F.A.C. and the Environmental Resource Permitting Applicant's Handbook, Volume I and Volume II. Exhibit 12 depicts the conceptual extent of potential wetland and surface water impacts based on the SJRWMD Land Use and Land Cover dataset. Of the 1,618-acre Site, surface waters and wetlands conceptually proposed for impact include approximately 4.95 acres of surface waters (i.e., man-made reservoir) and 327.0 acres of wetlands influenced by active silvicultural activities. The project wetlands subject to regulatory jurisdiction by the SJRWMD will be determined at the time of permitting. Development of the project site will require an ERP based on the conceptual development plan prepared as part of this application. Wetland impacts will be reviewed during the permitting process to determine if practicable design modifications have been incorporated to reduce or eliminate wetland impacts. The SJRWMD requires an upland buffer of minimum width of 15 feet and an average width of 25 feet be established around wetlands remaining on the Site post-development in order to avoid secondary impacts. In accordance with the Applicant's Handbook, impacts to wetlands less than 0.5 acre in size, not of critical state concern, not used by a Listed Species, and not connected to other waters such that the total acreage is

>0.5 acre will not require mitigation. The SJRWMD will consult with the FWC regarding Listed Species during the permitting process.

Florida Department of Environmental Protection/Department of the Army, Corps of Engineers

In December 2020, the U.S. Environmental Protection Agency granted a partial assumption of the Clean Water Act (CWA) Section 404 implementation to the FDEP. Under assumption, the FDEP implemented Section 404 for waters identified as "assumable waters" while the ACOE retained Section 404 authority over "retained waters". Generally, retained waters include those waters that typically are navigable waters in the traditional sense. The Site includes only assumed waters; therefore, the FDEP is anticipated to be the permitting agency for any new determinations of WOTUS that would require permitting under Section 404 of the CWA. However, on February 15, 2024, a Washington D.C. District Judge vacated Florida's assumption of the Section 404 CWA permitting program, resulting in the Department of the Army, Corps of Engineers having jurisdiction over the 404 permitting program in Florida. A federal 404 permit is required to address proposed impacts to WOTUS. Both the state and federal agencies have ten days from the date of this ruling to request a stay of this decision. Given the current uncertainty of the agency that will be administering the federal permitting program in the State of Florida, the following has been written to address general permitting requirements associated with Section 404 of the CWA.

Federal jurisdiction over the project wetlands will either be determined by the FDEP or the ACOE based on a fact-specific analysis and review of federal wetland jurisdiction on the site. In accordance with current regulatory policy, future development within the Site will require inspection and approval of federal wetland jurisdictional limits and permit authorization. In general, a project will require an Individual Permit if proposed WOTUS impacts are equal to or greater than 0.5 acre. The Individual Permit process considers the proposed filling within wetland areas and reviews a number of public interest criteria for permit issuance. The permit Applicant will be required to submit an alternatives analysis, which examines other properties that could have been purchased, for which wetland impacts could have been reduced. The project must demonstrate that wetland impacts have been avoided and minimized to the greatest extent practicable and that the proposed project is the most practicable alternative. Once the above criteria are met, a compensatory mitigation plan for wetland impacts can be proposed.

Summary

The environmental information provided herein for the Deering Park Innovation Center at New Smyrna Beach Site is based on a review of publicly available database information to approximate the environmental conditions of the Site. Currently, the Site is managed for silvicultural purposes, and this has been the land use since at least the 1970s. The general location of wetlands based on publicly available resources was reviewed relative to the silvicultural uses of the site to develop a conceptual project site plan

that would focus proposed development activities within areas subject to silvicultural disturbances, and incorporate the preservation of areas of the site that would provide habitat restoration opportunities, complement regional and local conservation goals, and promote habitat connectivity in this area of Volusia County. This preliminary review indicates that the ecological conditions associated with the Site are comparable with other sites being developed in this region.

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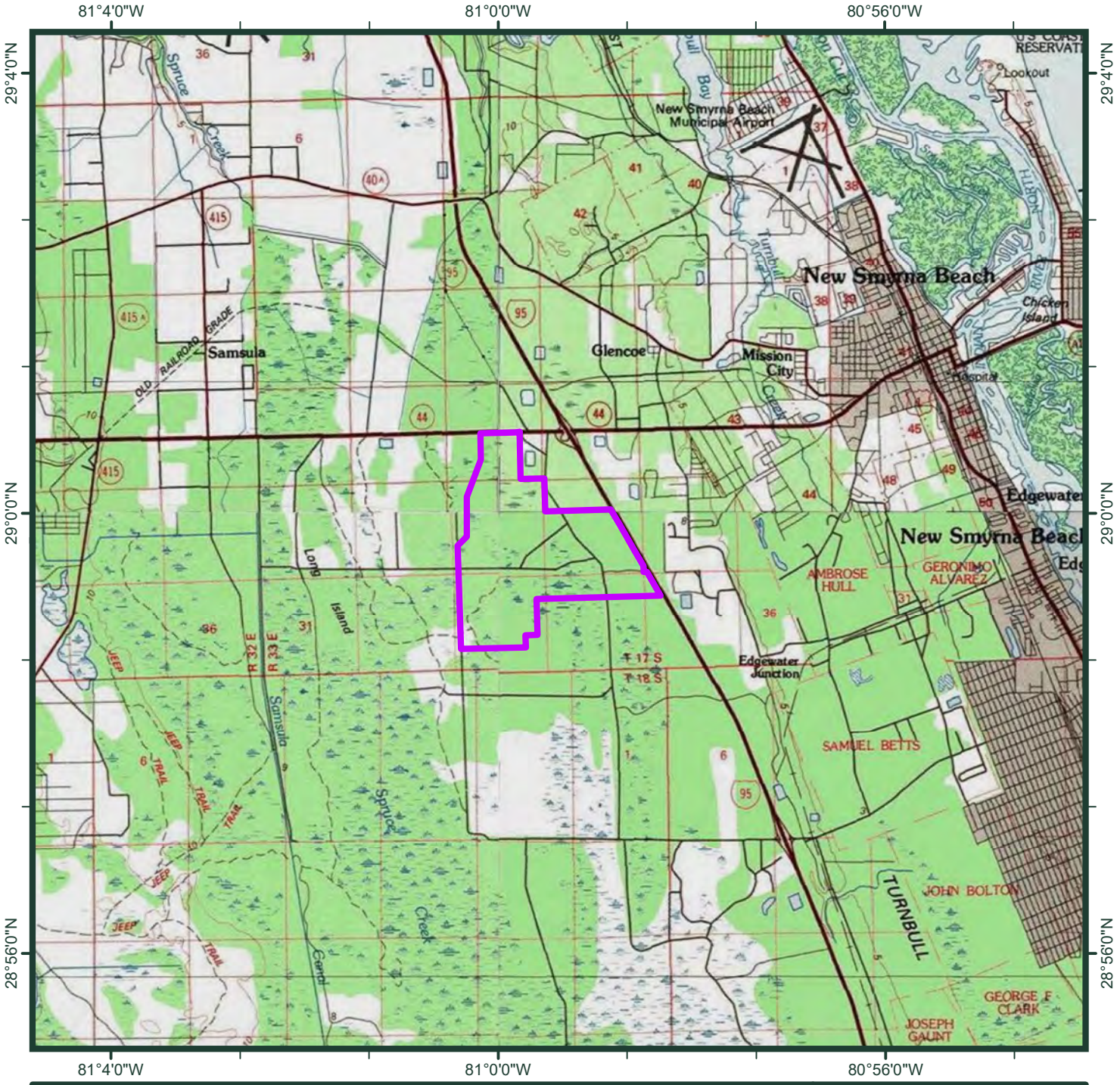
EXHIBIT 1

LOCATION OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

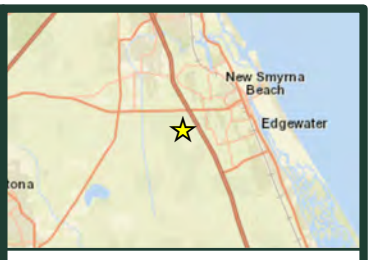


Legend

Project Boundary (28° 59' 38.837" N, 80° 59' 38.767" W)

USGS Edgewater, Lake Ashby, New Smyrna Beach and Samsula Fla. Quadrangles (7½ Minute Topographic Map)

Sections 21, 22, 26-28 and 33-36, Township 17 South, Range 33 East



0 4,000 8,000 Feet

1 inch = 8,000 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. USA Topographic Maps © 2013 National Geographic Society, i-cubed.

EXHIBIT 1
LOCATION OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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Environmental Consultants
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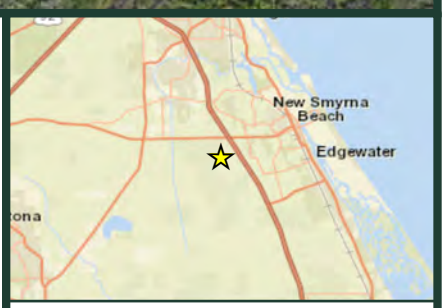
EXHIBIT 2

AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 2

AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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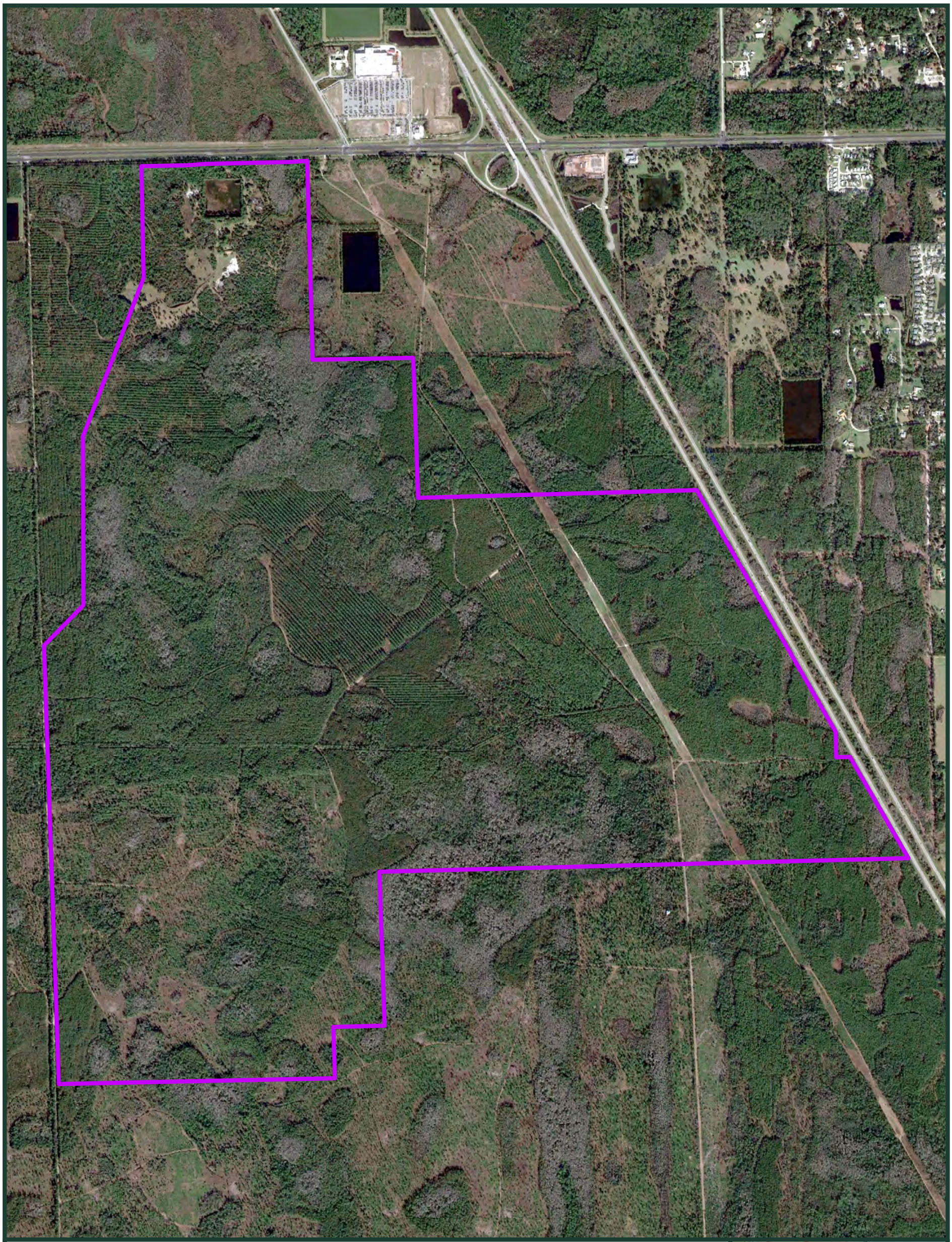
COMPOSITE EXHIBIT 3

HISTORICAL AERIAL PHOTOGRAPHY (1943-2014) OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA



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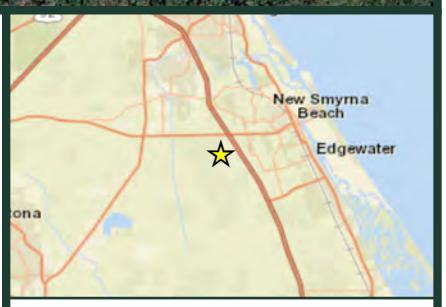
Project Boundary (1,617.7 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 2014/01.

EXHIBIT 3A

2014 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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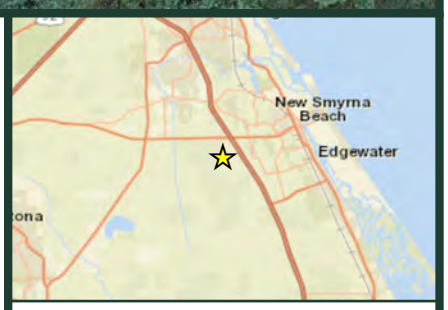
Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 2005/12.

EXHIBIT 3B

2005 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
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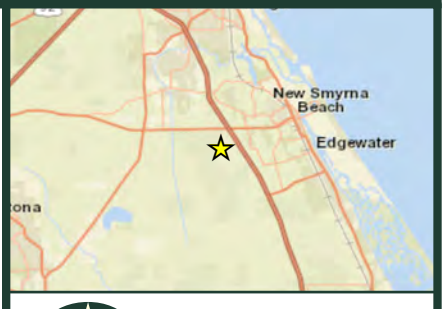
Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 1995/04.

EXHIBIT 3C

1995 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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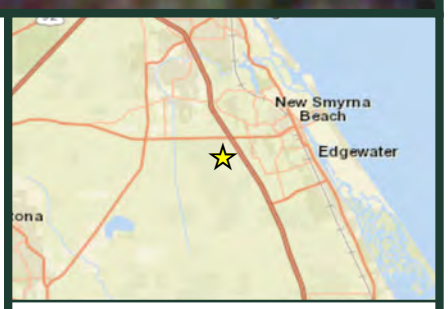
Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Google Earth aerial photography, position approximated by BDA, 1985/12.

EXHIBIT 3D

1985 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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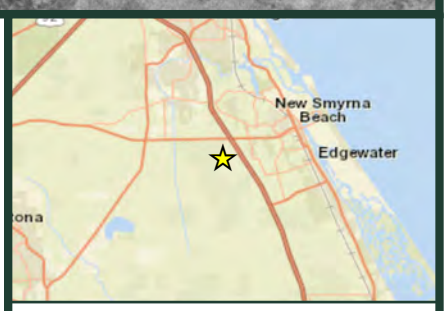
Legend

Project Boundary (1,617.7 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. USGS historical aerial photography, position approximated by BDA, 1977/12/03.

EXHIBIT 3E

1977 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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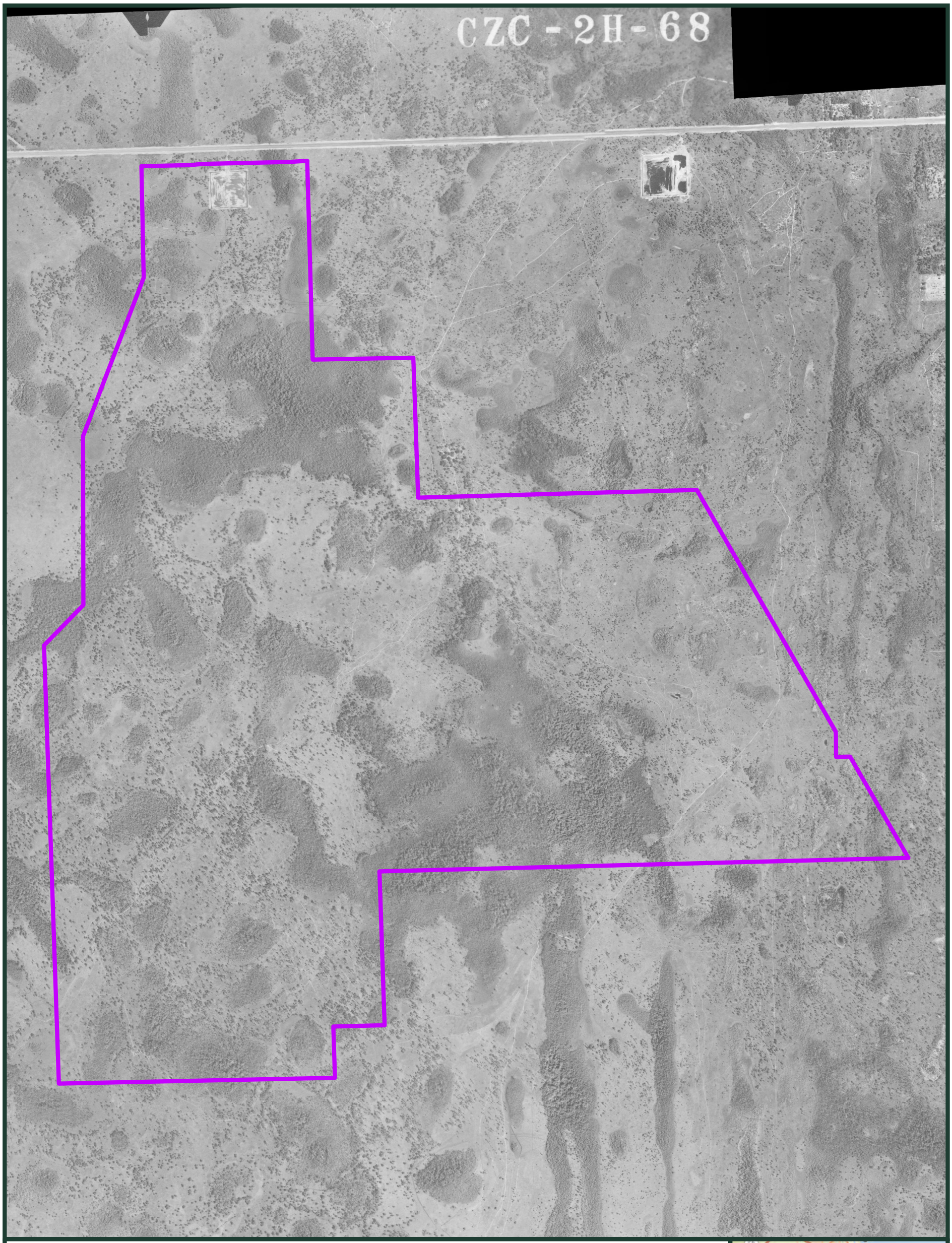
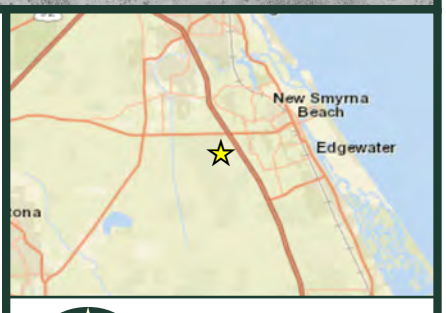


Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. UF Map Library historical aerial photography, position approximated by BDA, 1951/04/05 - 1951/04/15.

EXHIBIT 3F

1951 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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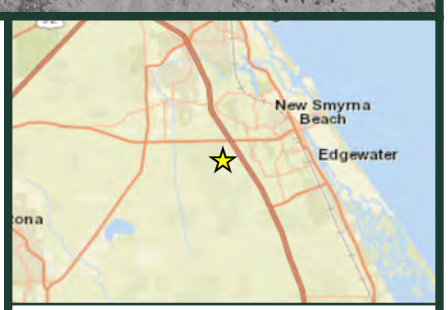
Legend

Project Boundary (1,617.7 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. UF Map Library historical aerial photography, position approximated by BDA, 1943/02/27 - 1943/03/12.

EXHIBIT 3G

1943 AERIAL PHOTOGRAPH OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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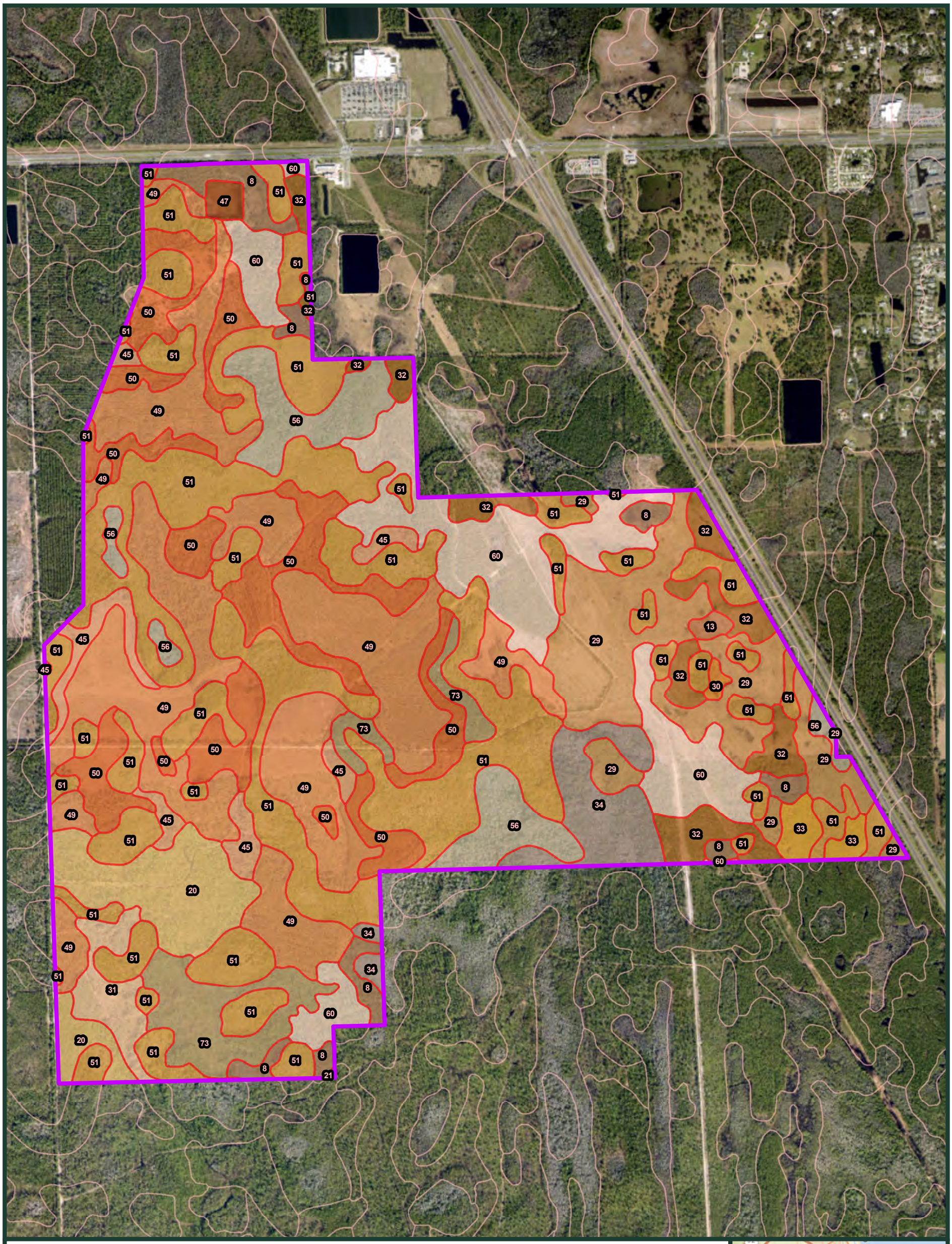
EXHIBIT 4

NATURAL RESOURCES CONSERVATION SERVICE (NRCS) SOILS MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA



Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. USDA, NRCS, SSURGO database for Volusia, FL, V. 2.2, pub. 2015/11/19.
ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 4

NATURAL RESOURCES CONSERVATION SERVICE (NRCS) SOILS MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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EXHIBIT 5

NATIONAL WETLAND INVENTORY DATA FOR THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)

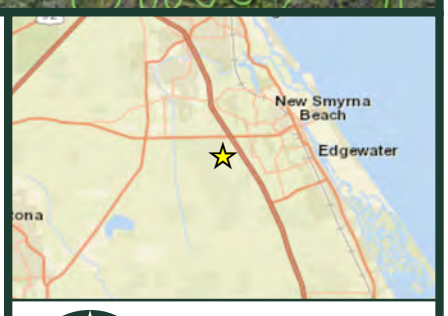
National Wetlands Inventory

Freshwater Emergent Wetland (25.77 ac)

Freshwater Forested/Shrub Wetland (637.36 ac)

Riverine (0.66 ac)

Freshwater Pond (4.95 ac)



0 625 1,250

Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. U.S. Fish & Wildlife Service (USFWS), National Wetlands Inventory (NWI) data, Feb. 1971 to Dec. 1992. ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 5

NATIONAL WETLAND INVENTORY DATA FOR THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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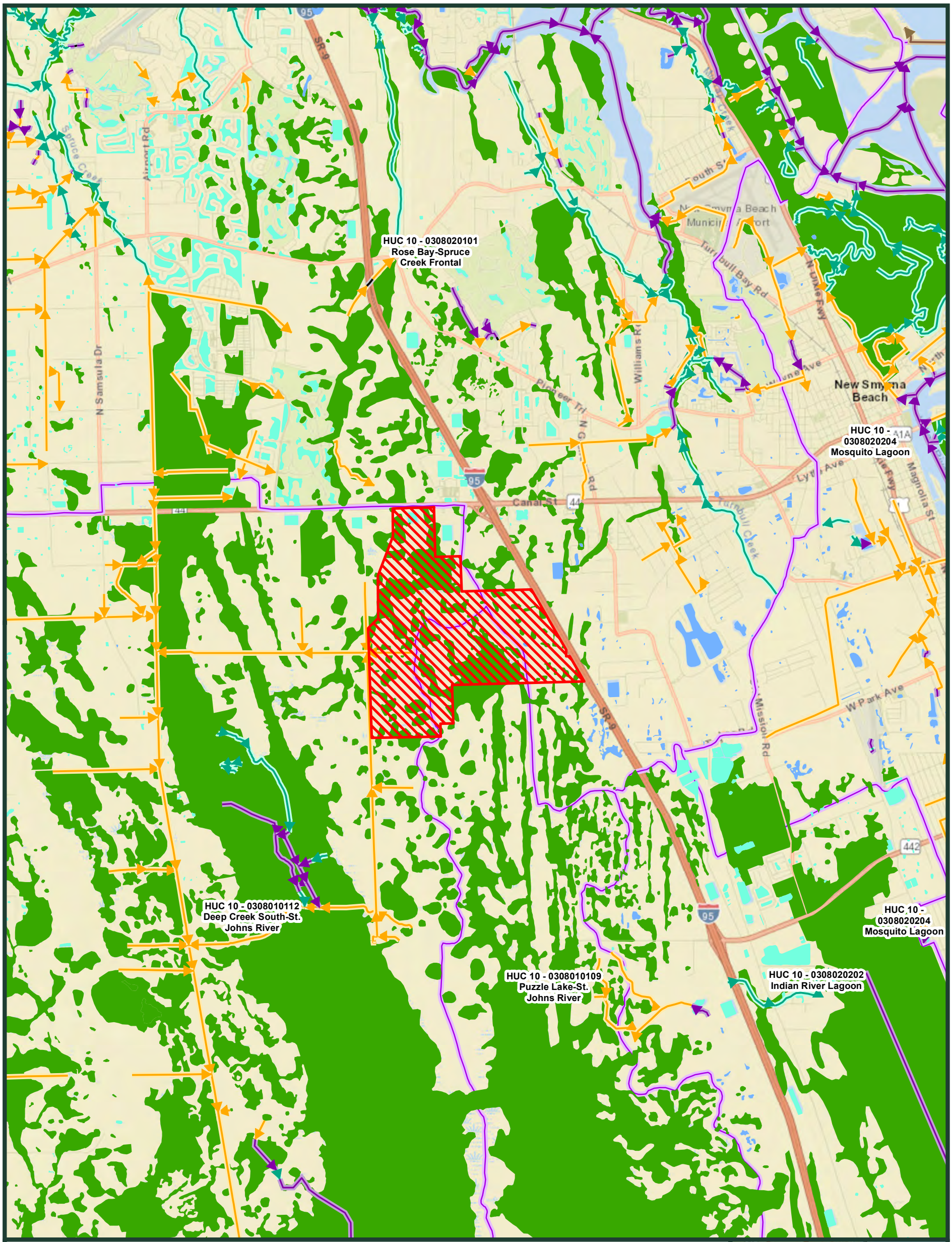
EXHIBIT 6

USGS NATIONAL HYDROGRAPHY DATASET IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA



Legend

- Project Boundary (1,617.7 ac)
- HUC 10 Watershed Boundary

NHD Waterbodies

- LakePond
- Reservoir
- SwampMarsh

NHD Flowlines

- Artificial Path
- Canal Ditch
- Coastline
- Connector
- Stream/River

0 2,500 5,000 Feet

1 inch = 5,000 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. U.S. Department of the Interior, USGS The National Map - National Hydrography Dataset (NHD); 2014.

EXHIBIT 6

USGS NATIONAL HYDROGRAPHY DATASET IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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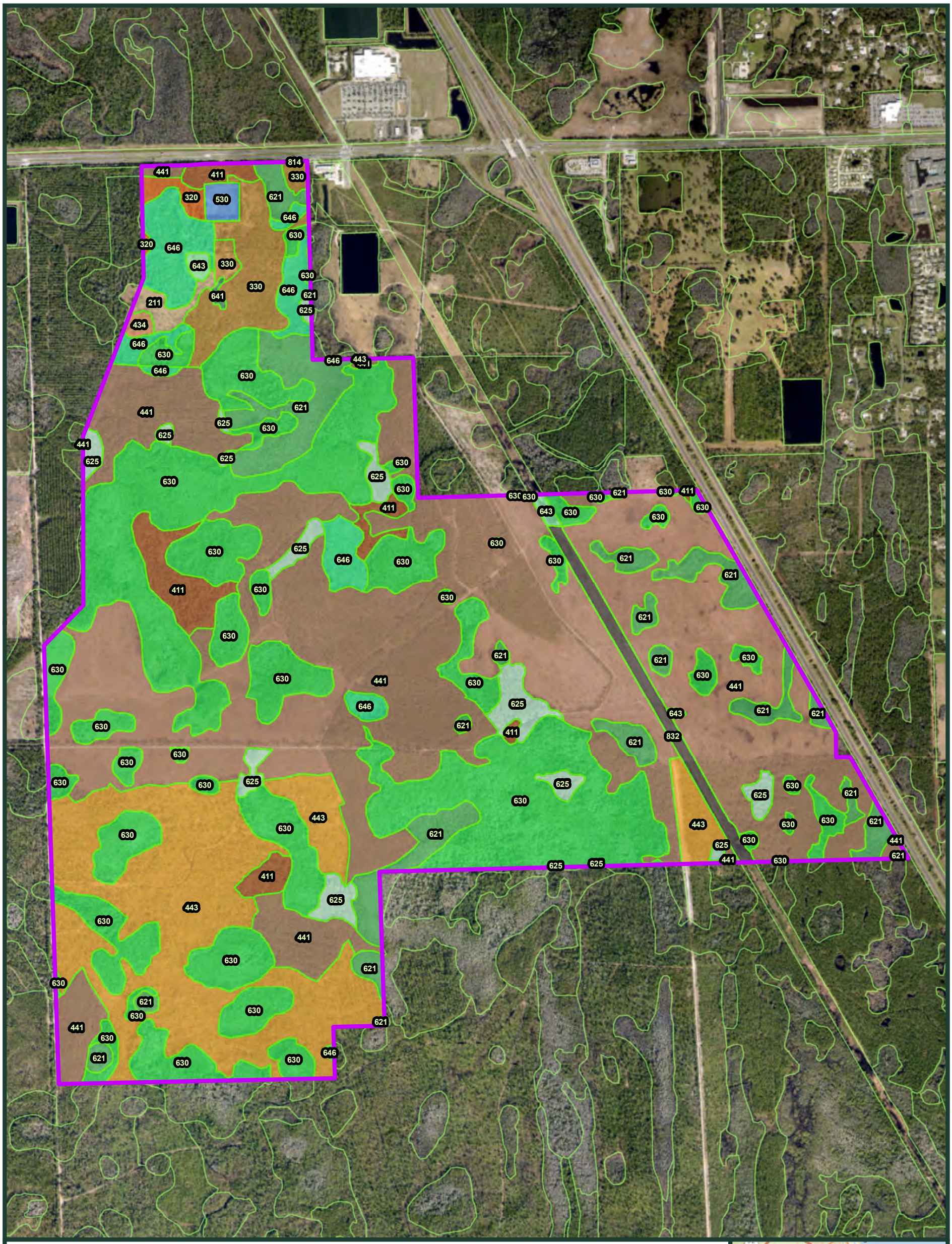
EXHIBIT 7

FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

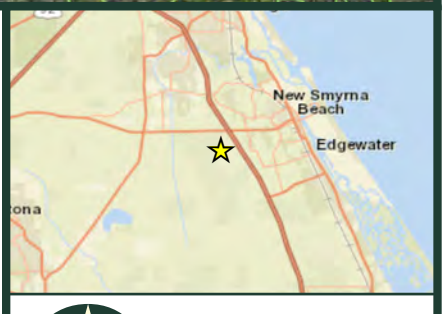


Legend

Project Boundary (1,617.7 ac)

Land Cover Classification

- 211 - Improved Pastures (6.56 ac)
- 320 - Shrub and Brushland (6.02 ac)
- 330 - Mixed Upland Nonforested (41.80 ac)
- 411 - Pine Flatwoods (38.15 ac)
- 434 - Upland Mixed - Coniferous / Hardwood (2.39 ac)
- 441 - Coniferous Plantations (636.72 ac)
- 443 - Forest Regeneration Areas (201.18 ac)
- 530 - Reservoirs (4.95 ac)
- 621 - Cypress (104.45 ac)
- 625 - Hydric Pine Flatwoods (40.58 ac)
- 630 - Wetland Forested Mixed (459.51 ac)
- 641 - Freshwater Marshes (0.90 ac)
- 643 - Wet Prairies (4.38 ac)
- 646 - Mixed Scrub-shrub Wetland (51.72 ac)
- 814 - Roads and Highways (0.34 ac)
- 832 - Electrical Power Transmission Lines (18.05 ac)



0 625 1,250 Feet

1 inch = 1,250 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. SJRWMD Land Use and Land Cover, 2016. ArcGIS Online World Imagery, © ESRI, 2021/03/04.

EXHIBIT 7

FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) MAP OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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EXHIBIT 8

LISTED SPECIES WITH POTENTIAL FOR OCCURRENCE ON THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE, VOLUSIA COUNTY, FLORIDA

Exhibit 8 **Listed Species with Potential for Occurrence on the Deering Park Innovation Center at New Smyrna Beach Site, Volusia County, Florida.**

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
PLANTS				
Cucurbita okeechobeensis ssp. *okeechobeensis* Okeechobee gourd	Pond apple swamps, mixed hardwood swamp.	Low	E	
Deeringothamnus regelii Rugel's pawpaw	Pine flatwoods.	Moderate	E	
Species	**Habitat**	**Likelihood of Occurrence**	**Designated Status[1]**	
			USFWS[2]	**FWC[3,4]**
FISH				
Pteronotropis welaka bluenose shiner	Blackwater rivers and streams, spring runs.	Not Applicable	—	ST
AMPHIBIANS				
Notophthalmus perstriatus striped newt	Isolated ephemeral ponds, longleaf pine, turkey oak sandhill, scrub, scrub flatwoods, xeric oak scrub, sand pine scrub, sandhill, pine flatwoods.	Low	—	ST
REPTILES				
Alligator mississippiensis American alligator	Freshwater marsh, cypress swamp, mixed hardwood swamp, shrub swamp, bottomland hardwoods, lakes, ponds, rivers, streams.	High	T(S/A)	FT(S/A)

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
Caretta caretta loggerhead sea turtle	Marine coastal and oceanic waters, beaches.	Not Applicable	T	FT
Chelonia mydas green sea turtle	Estuarine and marine coastal and oceanic waters, beaches.	Not Applicable	T	FT
Dermochelys coriacea leatherback sea turtle	Oceanic waters, beaches.	Not Applicable	E	FE
Drymarchon corais couperi eastern indigo snake	Xeric oak scrub, sand pine scrub, sandhill, pine flatwoods, pine rocklands, tropical hardwood hammock, hydric hammock, wet prairie, mangrove swamp.	Moderate	T	FT
Gopherus polyphemus gopher tortoise	Sandhill, sand pine scrub, xeric oak scrub, coastal strand, xeric hammock, dry prairie, pine flatwoods, mixed hardwood-pine forests, ruderal.	Moderate	—	ST
Lepidochelys kempii Kemp's ridley sea turtle	Marine coastal waters.	Not Applicable	E	FE
Neoseps reynoldsi sand skink	Rosemary scrub, sand pine scrub, xeric oak scrub, scrubby flatwoods, xeric hammock.	Unlikely	T	FT
Nerodia clarkii taeniata Atlantic salt marsh snake	Salt marsh, mangrove swamp, tidal creeks, tidal pools, tidal ditches.	Unlikely	T	FT
Pituophis melanoleucus mugitus Florida pine snake	Xeric oak scrub, sand pine scrub, sandhill, scrubby pine flatwoods, old fields on former sandhill and scrub sites.	Low	—	ST

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
BIRDS				
Antigone canadensis pratensis Florida sandhill crane	Dry prairie, freshwater marsh, pasture.	Low	—	ST
Aphelocoma coerulescens Florida scrub-jay	Xeric oak scrub.	Low	T	FT
Athene cunicularia floridana Florida burrowing owl	Sandhill, dry prairie, pastures, ruderal.	Unlikely	—	ST
Calidris canutus rufa Rufa red knot	Coastal sandy beaches, saltmarshes, lagoons, mudflats of estuaries and bays, and mangrove swamps.	Unlikely	T	FT
Charadrius melodus piping plover	Beaches, tidal mud flats.	Unlikely	T	FT
Dryobates (=Picoides) borealis red-cockaded woodpecker	Sandhill, pine flatwoods.	Unlikely	E	FE
Egretta caerulea little blue heron	Freshwater marsh, various types of forested wetlands, lakes, streams, salt mash, mangrove swamp, tidal mud flats.	High	—	ST
Egretta rufescens reddish egret	Salt marsh, mangrove swamp, tidal mud flats, shallow bays, and lagoons.	Low	—	ST

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
Egretta tricolor tricolored heron	Salt marsh, mangrove swamp, tidal mud flats, tidal creeks, tidal ditches, freshwater marsh, various types of forested wetlands, lakes, and ponds.	High	—	ST
Falco sparverius paulus southeastern American kestrel	Sandhill, pine flatwoods, dry prairie, pasture, old field.	Low	—	ST
Haematopus palliates American oystercatcher	Beaches, sandbars, tidal mud flats, shellfish beds.	Unlikely	—	ST
Mycteria americana wood stork	Freshwater marsh, various types of forested wetlands, ponds, salt marsh, mangrove swamp, tidal mud flats, lagoons, flooded pastures.	Moderate	T	FT
Platalea ajaja roseate spoonbill	Salt marsh, mangrove swamp, estuarine bays and lagoons, tidal flats and pools.	Moderate	—	ST
Polyborus plancus audubonii Audubon's crested caracara	Dry prairie, cabbage palm–live oak hammock, freshwater marsh, pasture.	Unlikely	T	FT
Rostrhamus sociabilis plumbeus Everglade snail kite	Freshwater marsh, lakes.	Low	E	FE
Rynchops niger black skimmer	Beaches, tidal mud flats, sandbars, tidal creeks, estuarine bays, and lagoons.	Unlikely	—	ST
Sterna antillarum least tern	Beaches, tidal mud flats, estuarine and marine waters, lakes.	Unlikely	—	ST

Exhibit 8 Continued.

Species	Habitat	Likelihood of Occurrence	Designated Status[1]	
			USFWS[2]	
MAMMALS				
Peromyscus polionotus niveiventris southeastern beach mouse	Coastal strand.	Unlikely	T	FT
Trichechus manatus latirostris Florida manatee	Estuarine bays and lagoons, seagrass beds, rivers, spring runs.	Not Applicable	T	FT

[1] Federal Designations: E = Endangered; T = Threatened; T(S/A) = Threatened Due to Similarity of Appearance; State Designations: ST = State-designated Threatened; SSC = State Species of Special Concern; ST(S/A) = State-designated Threatened Due to Similarity of Appearance; FE = Federally-designated Endangered; FT = Federally-designated Threatened; FT(S/A) = Federally-designated Threatened Due to Similarity of Appearance.

[2] U.S. Fish and Wildlife Service.

[3] Florida Fish and Wildlife Conservation Commission.

[4] Species are listed as "Federally-designated endangered or threatened species" on the Florida Endangered and Threatened Species list; however, regulatory authorizations for take are only provided by the federal agency administering the species under the Endangered Species Act of 1973, as amended.

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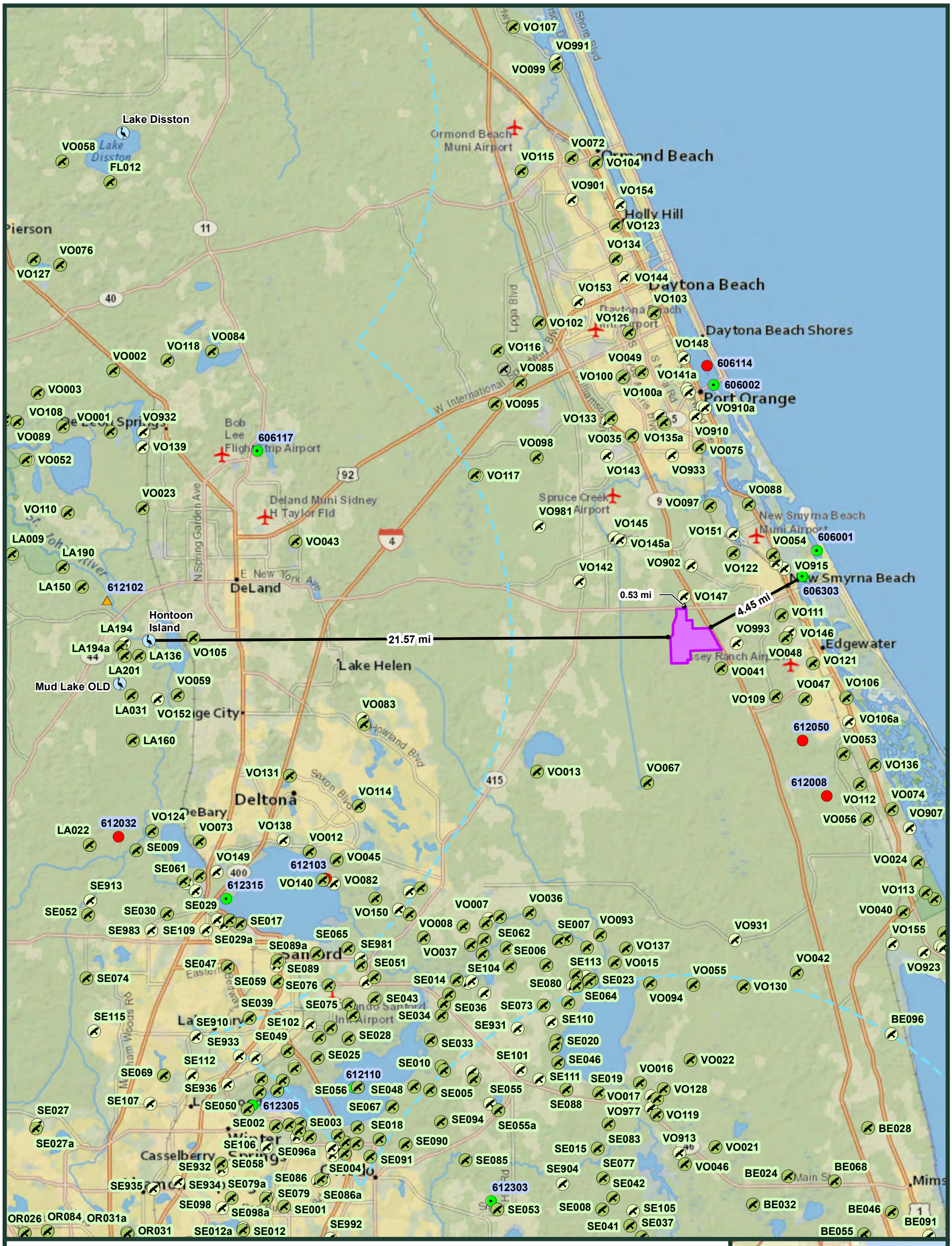
EXHIBIT 9

BALD EAGLE NESTS, WOOD STORK COLONIES, AND WADING BIRD ROOKERIES IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

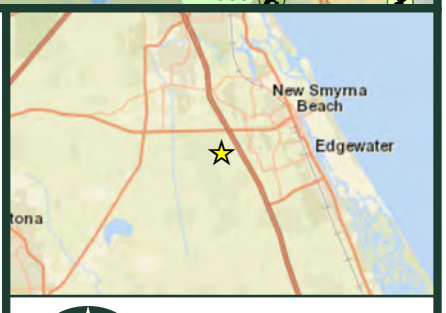


Legend

- Project Boundary (1,617.7 ac)
- Eagle's Nests (2017)
- Eaglewatch Nest Sites (2023)
- Wood Stork Colonies (2019)
- Wood Stork Foraging Areas (2019)

Wading Bird Rookeries (1999)

- Active
- Inactive
- Not checked



Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Florida Fish and Wildlife Conservation Commission (FWC) Caracara and Eagle nests, Wood Stork coloneis and wading bird rookeries. Audubon Eaglewatch Program nest sites, 2023/2.

EXHIBIT 9

BALD EAGLE NESTS, WOOD STORK COLONIES, AND WADING BIRD ROOKERIES IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.
Environmental Consultants
330 W. Canton Ave., Winter Park, FL 32789 • 407-677-1882

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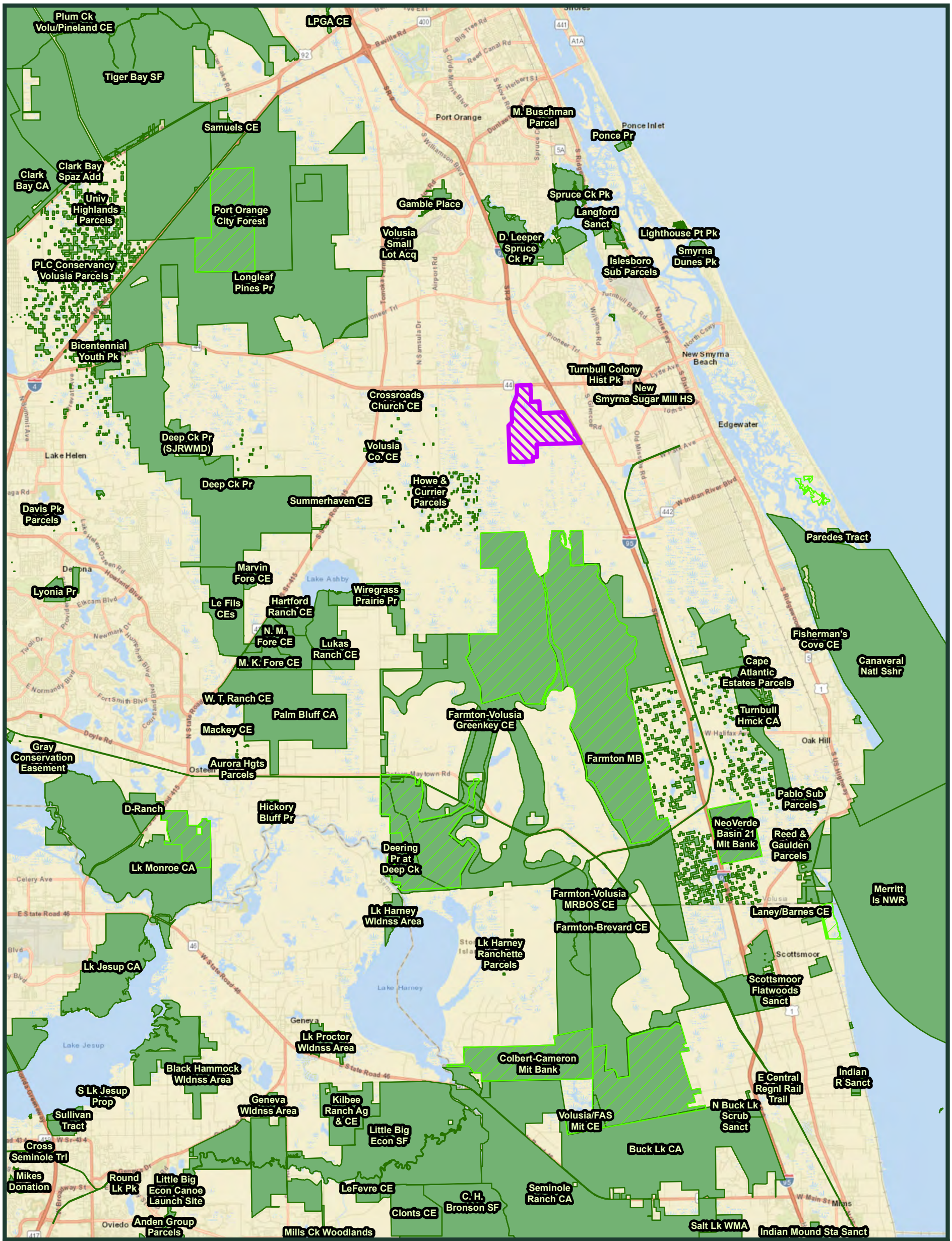
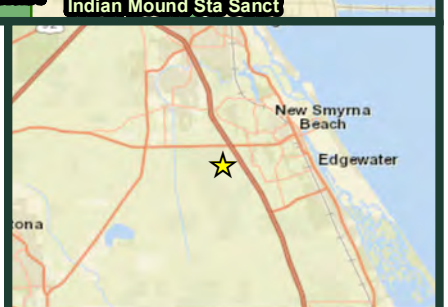
EXHIBIT 10

CONSERVATION AREAS AND MANAGED LANDS IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE



Legend

- Project Boundary (1,617.7 ac)
- Conservation Areas
- Mitigation Banks



0 7,500 15,000 Feet

1 inch = 15,000 feet

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. FNAI lorida Managed Areas, 2023/09/06. FDEP Mitigation Banks, 2023/05/12.

EXHIBIT 10

CONSERVATION AREAS AND MANAGED LANDS IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE.

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EXHIBIT 11

VOLUSIA COUNTY ENVIRONMENTAL CORE OVERLAY MAP IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH SITE, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)

Environmental Core Overlay

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Volusia County Environmental Core Overlay, 2024/01/31.

0 7,500 15,000

Feet

1 inch = 15,000 feet

EXHIBIT 11

VOLUSIA COUNTY ENVIRONMENTAL CORE OVERLAY MAP IN THE VICINITY OF THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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EXHIBIT 12

PROPOSED CONCEPTUAL DEVELOPMENT FOOTPRINT, POTENTIAL WETLAND IMPACTS AND PROPOSED WETLANDS TO REMAIN POST-DEVELOPMENT WITHIN THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

Legend

Project Boundary (1,617.7 ac)

Conceptual Development Footprint

Conceptual Impacts

Potential Surface Water Impacts (4.95 ac)

Potential Wetland Impacts (327.0 ac)

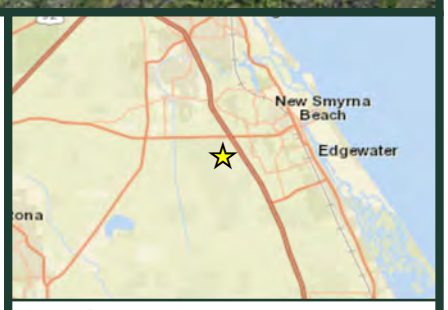
Conceptual Preservation

Proposed Wetlands to be Preserved (334.6 ac)

Proposed Uplands to be Preserved (73.9 ac)

Note: The wetland boundaries depicted on this exhibit were based on publicly available SJRWMD FLUCFCS data and will be subject to change based on field verification completed as part of the site permitting process.

Source: Project boundary provided by Mark Dowst & Associates, Inc., 2024/01/28. Conceptual development footprint provided by Family Lands Remembered, LLC, 2024/02/17. ArcGIS Online World Imagery, © ESRI, 2021/03/04.



0 625 1,250

Feet

1 inch = 1,250 feet

EXHIBIT 12 - PROPOSED CONCEPTUAL DEVELOPMENT FOOTPRINT, POTENTIAL WETLAND IMPACTS AND PROPOSED WETLANDS TO REMAIN POST-DEVELOPMENT WITHIN THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA.

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Southeast Volusia Economic Development Strategic Plan 2022

Report prepared by East Central Florida Regional Planning Council

Southeast Volusia Economic Development Strategic Plan

2022

ECFRPC June 2022

TABLE OF CONTENTS

Executive Summary....3

Purpose and Scope....4

About Southeast Volusia....5

Economic Framework....7

People....8

- Demographic Characteristics....8
- Economic Trends....9
- Occupational Characteristics....11

Prosperity....12

- Economic Structure....12
- Largest Employers....13
- Measuring Economic Competitiveness....14
- Economic Clustering....15

Places....16

Workshop Results....17

Planning for Economic Development....20

SEV Regional Economic Strategic Plan....22

Conclusion....34

EXECUTIVE SUMMARY

The Southeast Volusia (SEV) County region, including the Cities of New Smyrna Beach, Oak Hill, and Edgewater, has unified in efforts to increase regional economic development. To promote collaboration, the SEV Chamber of Commerce conducted two leadership summits to build consensus and a deeper understanding of regional strengths, challenges, and opportunities. These strategic stakeholder engagement events, funded by an EDA Cares grant, included the participation of SEV cities, SEV Chamber of Commerce, Volusia County staff, Team Volusia, Southeast Volusia Manufacturing and Technology Coalition (SEVMTC), Southeast Volusia Advertising Authority, CEO Business Alliance, elected officials, several local businesses, education providers and the East Central Florida Regional Planning Council as discussion facilitators and to provide economic development and technical assistance support. As a result of these summits, and based on the culmination of work prior to and after these events, the SEV region has developed an overarching focal goal to increase and diversify the regional economy, to attract high-wage jobs by retaining and expanding a skillful and quality workforce to interest businesses and specific targeted industries that will provide with those desirable jobs, and that will be suitable for the region to grow and prosper in an innovative, sensible, and thriving way. In addition, this goal aims to protect the region's valuable natural resources and the region's quality of life. Overall, the efforts that facilitate implementation of the established goal provides for the consideration of SEV's people, places, and prosperity, emphasizing comprehensive community resilience building.

This SEV Economic Development Strategic Plan presents a regional analysis of SEV's demographic and occupational characteristics, employment profile, industry competitiveness, economic clusters, and challenges and opportunities. The analysis concludes with the established regional goal, five objectives, and a series of respective strategies and actions that work toward preparing for opportunities, pivoting from threats, addressing weaknesses, and reinforcing strengths to promote and increase regional economic development.



SEV Economic Development Summit, 2022 (Brannon Center)

Acknowledgement

This Economic Development Plan is based on a unified collaboration between the Cities of Edgewater, New Smyrna Beach, and Oak Hill, Volusia County, the Southeast Volusia Chamber, Team Volusia, and the Southeast Volusia Manufacturing and Technology Coalition . This report consists, in part, of information shared by the Southeast Volusia Manufacturing and Technology Coalition and its publications.

PURPOSE AND SCOPE

Combined as one economic community, distinctly dependent on each other yet each very unique, the Southeast Volusia region- composed of the City of New Smyrna Beach, the City of Edgewater, the City of Oak Hill, and Volusia County- has unified to address the challenge of recruiting companies that can help provide high-paying jobs and valuable industry development for the region. Thus, with this challenge in mind and the opportunity that this presents for regional economic growth, these governmental entities have collaborated to establish an economic development goal that aims to diversify the regional economy by attracting high-wage/high-value industries and jobs in those industries that have been identified as most compatible and competitive based on unique regional characteristics.

Southeast Volusia (SEV) is geographically, economically, and socially connected through common commercial, institutional, cultural, and recreational assets. In addition, this community shares valuable resources such as the Mosquito Lagoon, Atlantic seashore, Chamber of Commerce, and the largest contiguous industrial area in the county, to name a few. Hence, the region holds a variety of attractive site characteristics and quality of life attributes for businesses to consider when establishing or relocating their facilities. However, additional contributing factors such as a qualified workforce, accessible and adequate infrastructure, housing availability, vicinity to schools, and healthcare access play an essential role in decision-making processes in economic competitiveness and business development goals. Therefore, the SEV governing bodies have recognized the importance of a strategic plan focused on quality workforce development, funding and infrastructure, resilient and environmentally conscious land use, economic prosperity, and collaborative economic and industry growth efforts. Accordingly, the region will work to promote and propel the established desired goal by preparing for opportunities, pivoting from threats, addressing weaknesses, and reinforcing regional strengths. This plan, in addition, will serve to complement and support efforts from the SEV Manufacturing and Technology Coalition and regional marketing initiatives.

STRATEGIC PLAN GOAL

Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high-wage/high-value industries and jobs in aviation & aerospace; light (including manufacturing); boat building suppliers & marine equipment and services; medical; and corporate office industries.

REGIONALLY SHARED VISION

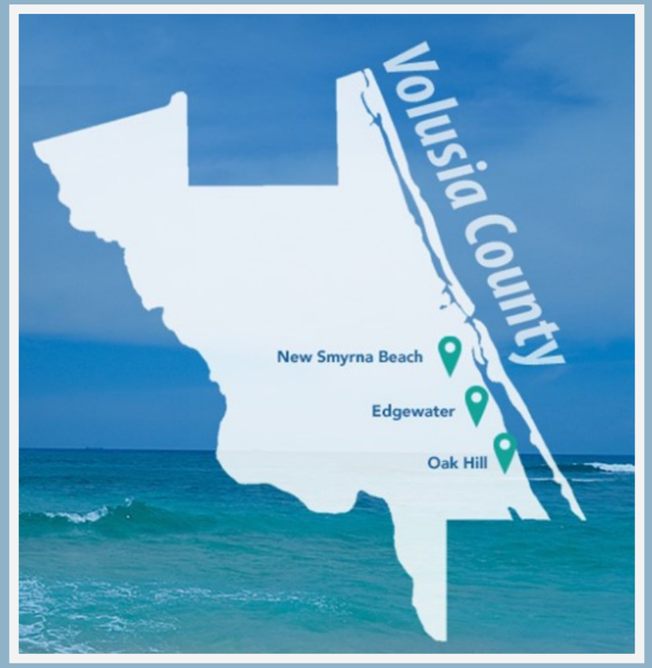
Southeast Volusia is recognized globally as competitive, business-friendly, economically strong community with a high quality of life.

ABOUT SOUTHEAST VOLUSIA (SEV)

Located by the Atlantic Ocean and north of Brevard County, the SEV region holds diverse and attractive characteristics that embrace wide-range economic development opportunities and conditions for overall great quality of life. Based on a SEV Strategic Marketing Plan initiative, the following regional attributes presented in this "About SEV" section have been identified. SEV offers a vast natural environment, world-class tourism/ecotourism experiences, and numerous recreational activities such as art, quality local restaurants, and quaint downtown districts for entertainment and retail.

In terms of education, the region offers excellent STEM program options- Edgewater Elementary Public School (the first elementary school in the State to become STEM) and Burns Sci Tech Charter School (NASA's Speakers Bureau Resource partner) - and quality post-secondary education, such as Daytona State College's New Smyrna Beach-Edgewater Campus. In addition, the region is near the Embry Riddle Aeronautical University campus, which also contributes with technical training and assistance opportunities for community building, workforce development, and industry recruitment.

Along with the many quality-of-life-related attributes, SEV also offers various economic influencing and location attractive qualities for businesses. For instance, the region is well-positioned to serve the aviation and aerospace industry. It is also a hub for boat and composite manufacturing, and it has a notable steel company presence. In addition, the region is also located in a prime area for aerospace supplier companies, near NASA and the Kennedy Space Center. Connectivity is also a key attribute of SEV for the business community. The region offers access to New Smyrna Beach Municipal Airport, Massey Ranch Airpark, Tully RV (private) airstrip, and Blue Ridge Flightpark (private) airport; and near Orlando International Airport (60 miles) and Daytona Beach International Airport.



SEV HIGHLIGHTS

- World class tourism and ecotourism area
- Quality educational opportunities
- Great quality of life components: art, outdoor activities, and quaint downtown districts
- HUB for manufacturing
- Well-positioned to serve the aviation and aerospace industry
- Access and close proximity to airports, port, rail, major connecting roads

ABOUT SEV (CONT.)

In terms of land and water transportation options, SEV has access to highway I-95, SR44 connection to highway I-4, US 1 route, Florida East Coast Railway, deep water Port Canaveral (90 miles away), Port of Jacksonville, Intracoastal Waterway, and soon access to additional and improved traffic arteries and connectors will be available.

Another notable attribute of the SEV region is the availability of site locations for businesses to build or relocate with great opportunities for financial success based on the many qualities previously stated. However, the site readiness and infrastructure availability is limited or slows site development and relocation opportunity. Thus, in order address this constrains, the SEV region has worked over the past years to develop strategies that will enhance area attributes and site readiness, and further promote economic development and industry growth.



Flagler Avenue


Atlantic Center for the Arts


Mosquito Lagoon

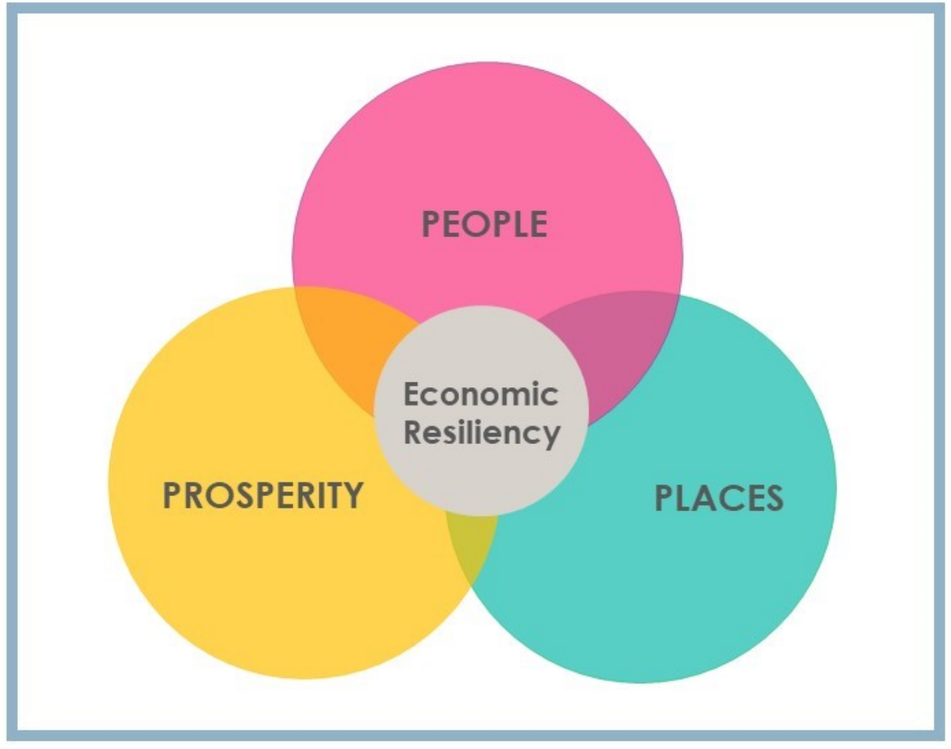
ECONOMIC FRAMEWORK

The East Central Florida Regional Planning Council (ECFRPC) has served as the region's Economic Development District since 2003. Through this partnership with the U.S. Economic Development Administration (EDA), the ECFRPC has helped communities and organizations attract more than $10 million in federal money to fund economic development projects. These include the Applied Aviation and Engineering Hangar at Embry Riddle University ($1 million) and infrastructure improvements to the Daytona Beach International Airport.

In order to access most EDA funding opportunities, economic development projects need to be compliant with the EDD's Comprehensive Economic Development Strategy (CEDS) document. A strategy-driven plan, the CEDS strives to create a resilient regional economy by fostering innovation, competitiveness, and industry diversification. The CEDS is developed with the assistance of a Strategy Committee comprised of members from the private and public sectors including economic development organizations, workforce development agencies, local governments, business leaders, higher education institutions, and private individuals. The East Central Florida CEDS document examines regional demographic and economic trends, measures the region's innovation capacity, identifies competitive industry clusters, and discusses the importance of place-based economics. The most updated version of the plan can be found at www.ecfrpc.org/economic development.

To address economic resiliency, the ECFRPC uses three pillars: People, Prosperity, and Places. The People factor addresses the general needs of the population, workforce, and local organizations to help foster social cohesion, inclusiveness, and community welfare. The Prosperity factor harnesses major industry assets and innovation systems to promote paths of upward social mobility, equity, and inclusive economic development. And finally, the Places factor focuses on the community's natural and built environments, infrastructure, place-based assets, local institutions, and governance systems to attract and retain economic activity, and improve the residents' health and well-being.

Resilience - The ability to *bounce forward*; absorb, recover, and get better in the face of short-term shocks like hurricanes or infrastructure failures and long-term stressors like affordable housing, aging infrastructure, shifting economic trends and climate change.



PEOPLE

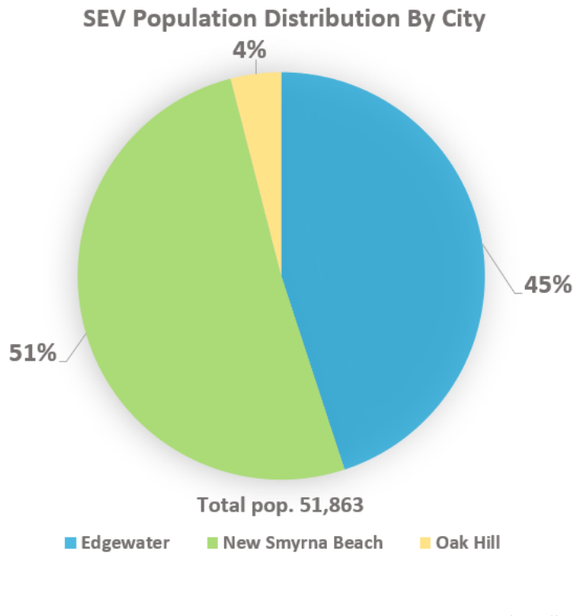
DEMOGRAPHIC CHARACTERISTICS

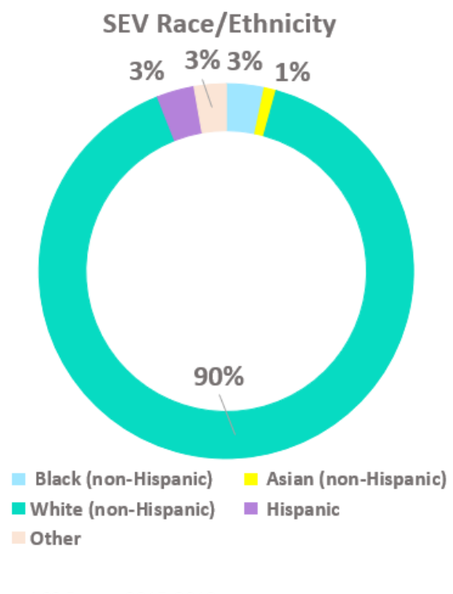
The Southeast Volusia (SEV) region is home to 51,863 people, which represents 10% of the County's population. Over half of the region's residents live within the City of New Smyrna Beach, with another 45% residing in Edgewater. The overwhelming majority of the region's residents are White/Non-Hispanic.

As a region, the female population makes up about 53% of the SEV residents from which 15% (4,098 residents) are 18 years old or younger, and 85% (23,578 residents) are 18 years old or older. The male population constitutes the remaining 47%, from which 14% (3,370 residents) are 18 years old or younger, and 86% (20,817 residents) are 18 years old or older. Fifty-three percent of the region's residents are of working age (18-64). When compared to Volusia, the SEV region has a lower percentage of young residents and a much higher proportion of retirees. The median age for each of the SEV cities is 51.1 in the City of Edgewater, 56.2 in the City of Oak Hill, and 59.3 in the City of New Smyrna Beach. The higher number of retirees within the SEV region explains why it has a lower labor force participation rate when compared to other jurisdictions.

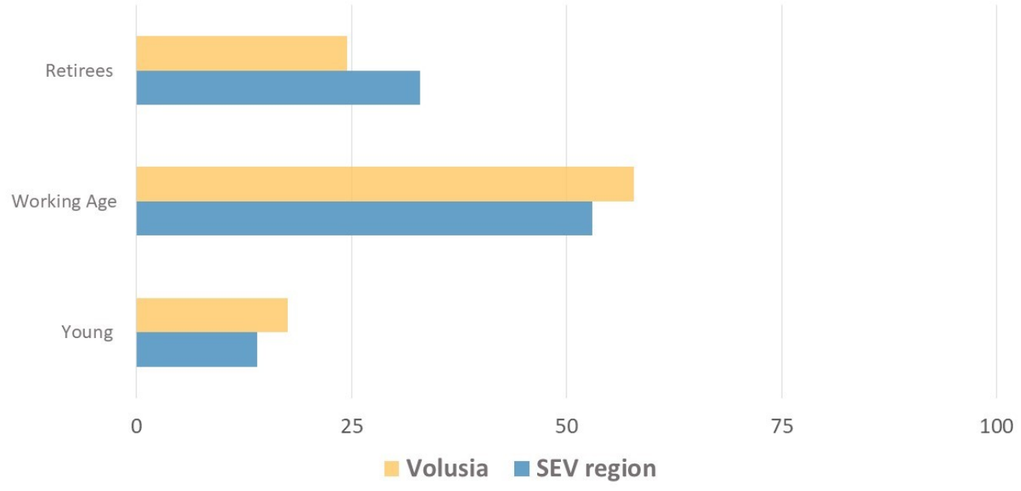
SEV Median Age By City		
Edgewater	New Smyrna Beach	Oak Hill
51.1	59.3	56.2

Source: mySidewalk, US Census ACS 5-year 2015-2019





Source: mySidewalk, US Census ACS 5-year 2015-2019



Source: mySidewalk, US Census ACS 5-year 2015-2019

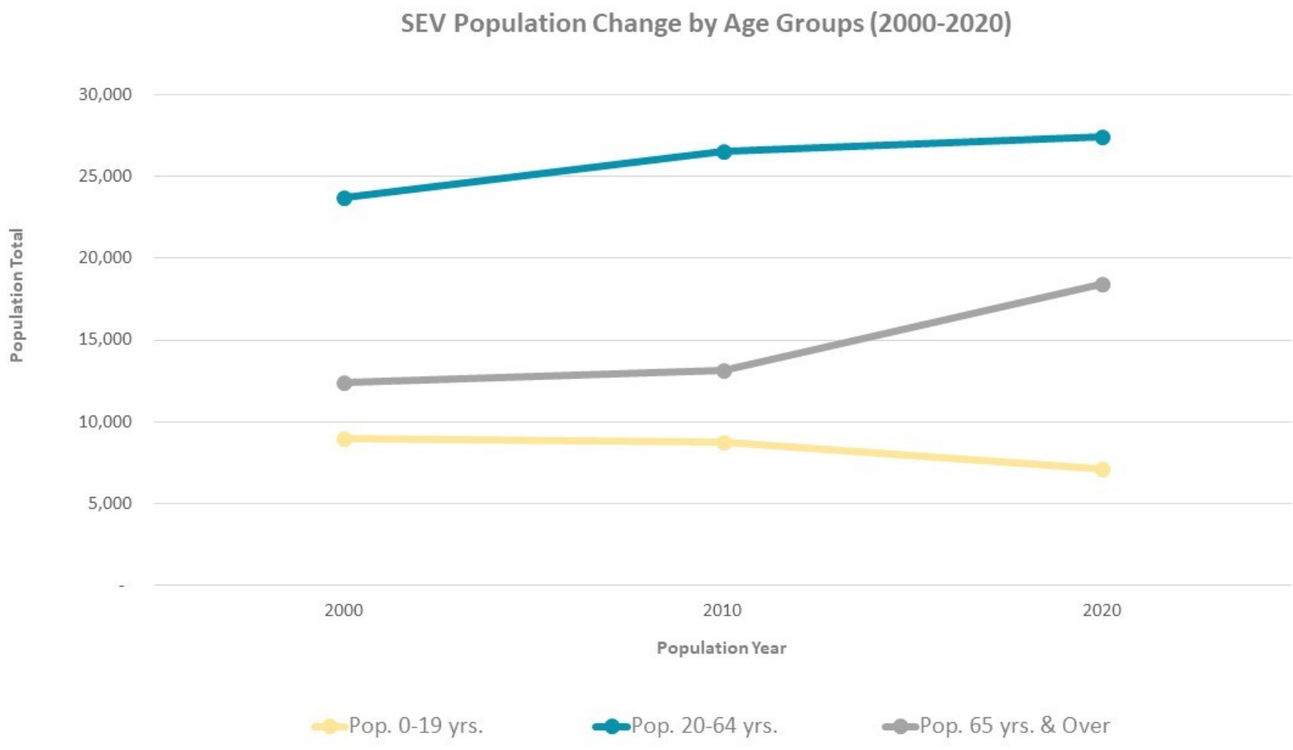
PEOPLE

DEMOGRAPHIC TRENDS

As previously discussed, currently more than half of the SEV region's population is within the working age range . Based on Census numbers, this segment of the population has increased slightly during the past two decades. The region added 3,775 residents between the ages of 20 and 64 during this time period.

While the SEV region's younger population decreased in the last two decades, the number of retirees continued to increase. One reason for this trend might be the construction of a housing stock that caters to retirees, especially those that want to live in the coast. There were almost 6,000 more retirees in 2020 than in 2000. This is a whopping 48 percent increase. On the other hand, the number of younger residents decreased by close to 2,000 people. Rising home prices has probably driven families to other nearby communities.

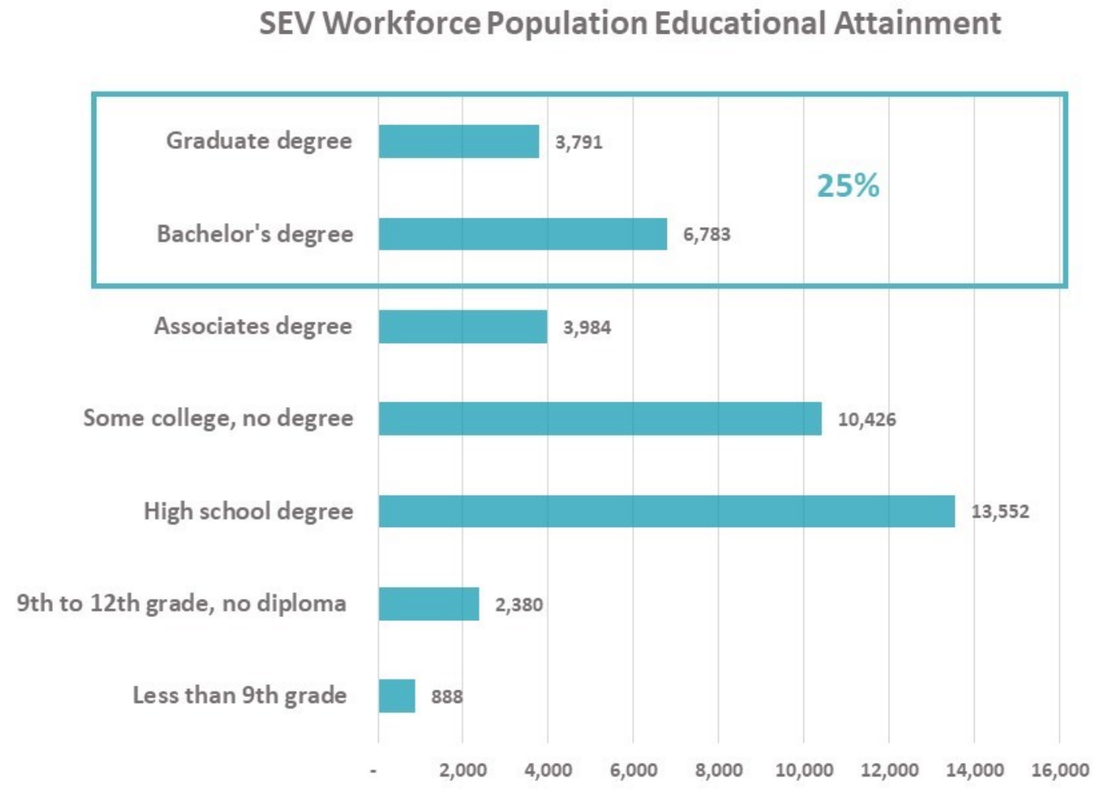
This graying population will have effects on the SEV's economy. Retirees tend to spend their money on health care and consumption services. While region's workforce has remained stable, regional leaders might want to develop more housing and amenities to attract more families to the area.



DEMOGRAPHIC CHARACTERISTICS (CONT.)

In terms of education, SEV compares favorably with both Volusia County and the State of Florida. About 25% of the region's residents have a bachelor's degree or higher. This percentage is higher than the County (24%) but lower than Florida (31%). The SEV region does have a higher percentage of high school graduates and residents with "some college, not degree" than these other jurisdictions. To increase the region's competitiveness, SEV leaders should focus on capacity building for education and workforce development as part of the economic strategies; with this focal component, SEV will be able to attract businesses that provide higher-paying jobs and simultaneously facilitate the retention and expansion of the region.

The region's demographic structure and level of education influence the median household income. At $57,043, the City of New Smyrna Beach has the highest median household income in the SEV area. This income figure is relatively close to the numbers from the State of Florida ($57,073) and much higher than the County ($52,407). Conversely, the median household incomes for the City of Edgewater ($49,878) and the City of Oak Hill ($49,639) are lower than both jurisdictions.



Source: mySidewalk, US Census ACS 5-year 2015-2019

SEV Median Household Income By City		
Edgewater	New Smyrna Beach	Oak Hill
$49,878	$57,043	$49,639

Source: mySidewalk, US Census ACS 5-year 2015-2019

OCCUPATIONAL CHARACTERISTICS

Another useful tool for examining the conditions of employment and the overall labor force is an occupational analysis. An analysis of the region shows that the largest occupation in SEV based on the number of employees is cashiers, with 509 people. Fast food and counter workers (477) and customer service representatives (247) are the region's second and third most common occupations. The mean annual wage for these three occupations is below $30,000. In terms of cashiers and fast-food workers, these occupations have a mean annual income of less than $25,000. Of the 13 biggest occupations by employment, only general and operations managers have a median annual income above $50,000.

An occupations analysis of the region shows that SEV heavily relies on hospitality, indicating a need for economic diversification.

Another way of looking at occupations is by their concentration. Location quotients (LQ) are used to gauge the relative strength of an industry or occupation compared to the national average for that industry. Hence, an occupation with an LQ of more than 1 shows the local strength of an industry over the national average. Of the occupations with the highest LQ within the SEV region, several have a presence in the manufacturing (fiberglass laminators, structural metal fabrication) and leisure and hospitality (host and hostesses, cooks, and waiters and waitresses).

Occupations By Highest Location Quotients By City

SEV City	Occupation	LQ
Edgewater	Fiberglass Laminators and Fabricators	172.30
	Marine Engineers and Naval Architects	27.23
	Motorboat Mechanics and Service Technicians	12.82
Oak Hill	Kindergarten Teachers, Except Special Education	9.04
	Education Administrators, Kindergarten through Secondary	8.13
	Structural Metal Fabricators and Fitters	12.32
New Smyrna Beach	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	4.41
	Waiters and Waitresses	4.16
	Cooks, Restaurant	4.18

Source: JobsEQ, 2021Q4

PROSPERITY

ECONOMIC STRUCTURE

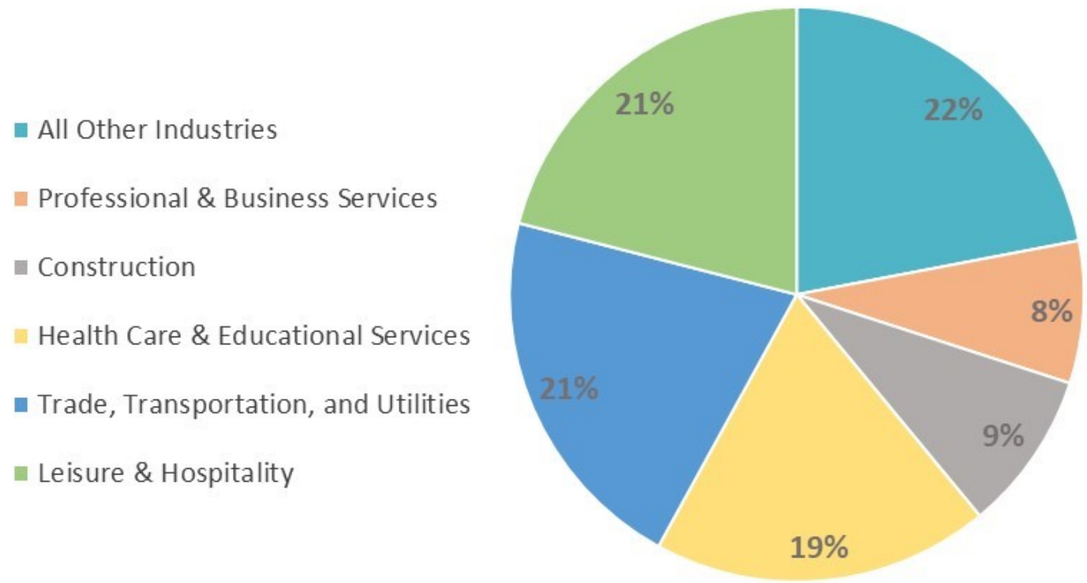
Economic structure is the term used to describe the composition of employment by industry in the local economy. Understanding this dynamic is the first step to analyzing SEV's economic competitiveness. Here it is is important to differentiate between "traded" and "non-traded" industries. The first set of industries drive economic growth because they sell their goods and services outside the region. Moreover, the development of their products is often dependent on national and international supply chains. Examples of traded industries include manufacturers and hotels. On the other hand, non traded industries mainly exist to serve the area's population and thus derive most of their income from the local consumption. These include establishments like supermarkets and barber shops.

According to JobsEQ, the SEV area had close to 15,000 employees in 2021. About 90 percent of these jobs belong to non-traded iand service producing industries. The Trade, Transportation & Utilities (TTU) supers sector comprises 21 percent of all jobs within the region. It includes wholesale and retail trade establishments, transportation companies, and private utilities. The second largest grouping is Leisure and Hospitality. While it includes some traded industries like accommodation, most of the local establishments are in the food services industry. Establishments within the Education and Health Services supersector provide education and medical services to the region's residents. Most of these establishments serve local residents.

When developing an economic development strategy, it is important to focus on strategies to attract more traded industries. These tend to generate more high-wage jobs for the area's residents and tend to have a bigger economic impact.

Industries Difference

Traded Industries	Non-Traded Industries
• Drive Economic Growth	• Provide Local Services
• Export Goods and Services	• Mostly Local Consumption
• National/ International Trends	• Regional Conditions



Source: JobsEQ, 2022

PROSPERITY

LARGEST EMPLOYERS

When addressing business structure, it is also important to know the name and location of the region's largest employers. According to Data Axle/Infogroup, SEV's largest employers are concentrated in the Health Care and Social assistance, Manufacturing, and Retail industries. The majority of these employment sites are located within the City of New Smyrna Beach.

The region's largest employer is Boston Whaler, located in the City of Edgewater, employing an estimated 1300 people. Followed by Advent Health New Smyrna Beach, as the second largest employer. This facility is a 112-bed hospital that employs about 700 people. The facility offers a comprehensive set of medical care services, including urgent and emergency care, cancer, diabetes, heart and vascular, home care, imaging, and lab services, among other services. Another large employer within the health care and social assistance sector is the Oceanview Nursing Rehabilitation Center, a skilled nursing facility. Finally, besides the Coconut Palms Beach Resort, the rest of the large employers are within the retail industry. Five of them are supermarkets.

Besides Boston Whaler boat manufacturing, most of the SEV region's large employers belong non traded industries. Most of these retail establishments pay wages below $15 an hour, which lessen the impact they have in the community. SEV leaders should focus their efforts on attracting large employers within traded sectors where the region is competitive.

Ten Largest Employers in SEV Region

Business Name	Estimated Employees	Industry	City
Boston Whaler	1300	Manufacturing	Edgewater
Advent Health NSB	700	Health Care and Social Assistance l	New Smyrna Beach
Walmart Super Center NSB	207	Retail	New Smyrna Beach
Oceanview Nursing Rehabilitation Center	200	Health Care and Social Assistance l	New Smyrna Beach
Publix Supermarket Edgewater	155	Retail	Edgewater
Coconut Palms Beach Resort	150	Accommodations	New Smyrna Beach
Publix Super Market New Smyrna Beach	150	Retail	New Smyrna Beach
Winn Dixie New Smyrna Beach	140	Retail	New Smyrna Beach
Winn Dixie Edgewater	130	Retail	Edgewater
Home Depot	120	Retail	New Smyrna Beach

Source: Data Axle/Infogroup, 2022

PROSPERITY

MEASURING ECONOMIC COMPETITIVENESS

To identify competitive industries within the SEV region, the ECFRPC used location quotients. This is a ratio that compares the percentage of employment in a particular industry in a local economy to the percentage of employment in the same industry in a reference economy (McLean and Voytek, 2000). The LQ measure is popular because it is easy to understand. A ratio higher than 1 implies that there is an excess capacity in that particular industry. This means that the local economy probably exports these goods and services to other areas. As a destination for both regional tourists and outside visitors, the SEV shows strength on several Leisure and Hospitality sector. However, since the intention of this project is to diversify the region's economy, the ECFRPC focused this analysis on non-service industries within the targeted sectors.

According to JobsEQ, the three cities have a high location quotient (LQ) in the ship and boat building industry, including all types of watercraft manufacturers. The cities of Edgewater and Oak Hill share high LQs in the medical equipment and supplies manufacturing. These establishments manufacture a variety of products, including surgical instruments, medical appliances, and orthodontic goods, among others. In addition, these same cities also have establishments that specialize in manufacturing a variety of metal products. Being home to a municipal airport, the City of New Smyrna Beach has shown a high concentration in the non-scheduled air transportation and the support activities for air transportation industries. The first includes all establishments that transport people and cargo with no regular routes and schedules. The second industry consists of a variety of aviation services, including airport operation, aircraft maintenance, repair, and storage, among others.

The next section of the plan shows a more detailed discussion regarding the number of establishments within these sectors and allied industries.

City	Industry	Targeted Cluster	LQ
Edgewater	Ship and Boat Building	Boats	46.4
	Other Fabricated Metal Product Manufacturing	Boats	3.03
	Medical Equipment and Supplies Manufacturing	Medical	1.81
New Smyrna Beach	Ship and Boat Building	Boats	1.49
	Nonscheduled Air Transportation	Aviation	3.64
	Support Activities for Air Transportation	Aviation	5.64
Oak Hill	Ship and Boat Building	Boats	2.71
	Medical Equipment and Supplies Manufacturing	Medical	1.04
	Architectural and Structural Metals Manufacturing	Manufacturing	23.45

Source: JobsEQ, 2021Q4

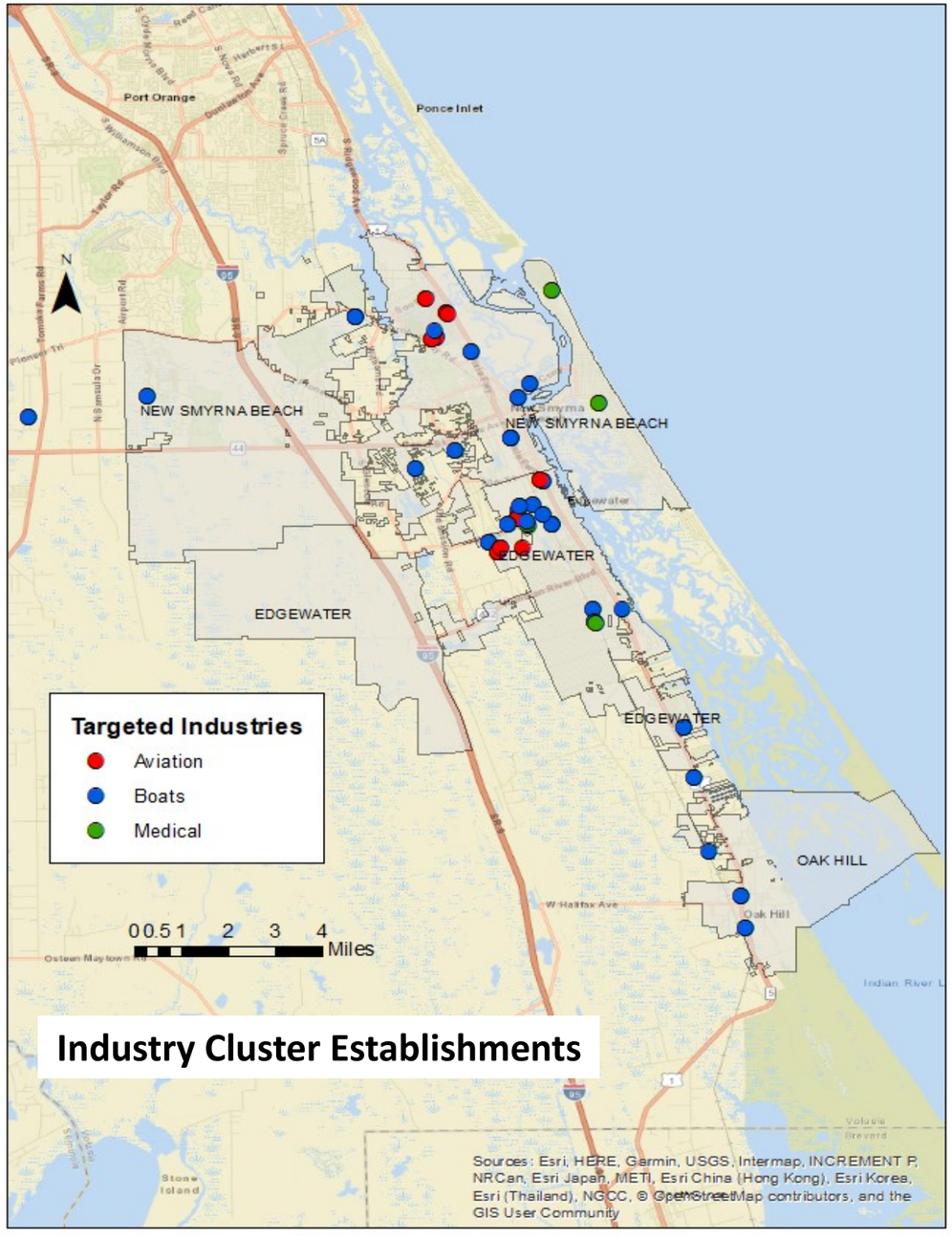
PROSPERITY

ECONOMIC CLUSTERING

Establishments within traded industries and their suppliers tend to agglomerate near each other to achieve economies of scale and gain a competitive advantage. These networks of inter-related businesses are called industry clusters. These firm concentrations are important regional job and wealth generators and are responsible for developing important technological innovations. For this analysis, the ECFRPC used the Data Axle/Infogroup business database to identify businesses that fall within three of the SEV's targeted industries. The ECFRPC found establishments related to the aviation, boats, and medical devices industries, but not corporate headquarters.

The ECFRPC identified 47 businesses employing more than 1,100 people. Sixty-six percent of these establishments belong to the boating industry. This number includes large boat manufacturers and their parts suppliers and repair services. There are also twelve establishments that provide a variety of aviation services. Most of these establishments provide support services to airplanes stationed at the New Smyrna Municipal Airport. Finally, the ECFRPC found four companies that develop medical devices and other health care technologies. Two of them are denture laboratories.

Before developing an economic strategy to attract more businesses within these targeted industries, it recommended for the region to explore how these current businesses could be scaled-up to help them generate more profits and additional jobs.



PLACES

LAND USE PATTERNS

One important factor that is not usually included in economic development discussion is land use. This is mistake, as the community's ability to attract new businesses is highly dependent on the availability of land. For the purpose of this analysis, the ECFRPC divided the region's land uses into three different groups: residential, economic generating, and other land uses.

Similar to other communities across the East Central Florida region, most of the land within the SEV region is used for residential purposes. This group comprises all properties used for single-family, mobile, and multi-family home uses. Residential uses consumes about 45 percent of the land in the SEV area. This amount is heavily influenced by the region's population growth and demand for leisure waterfront properties. Economic generating land uses include all properties that have commercial and industrial designations. The first two land uses mostly serve local consumption industries such as retail and professional services. These tend to be concentrated along major throughfares such as US-1. On the other hand, industrial land is usually reserved for high intensity commercial uses and manufacturing. These uses comprise about five percent of the land within the SEV. Finally, the Other category includes agricultural, recreation, institutional, and mixed-use properties. These uses take about half the land within the SEV region.

In order to increase the SEV's economic prospects, local jurisdictions should strive to have more of a balance between residential and non residential land uses.



WORKSHOP #1 RESULTS

On May 17, 2021, the Southeast Volusia Chamber of Commerce hosted the Southeast Volusia Economic Development Summit with the purpose of assessing the interest in furthering the collaborative efforts of economic development for the SEV region to include the cities of New Smyrna Beach, Edgewater, Oak Hill and County of Volusia as well as determine what economic development efforts were occurring in the region.

During the workshop section, attendees were asked a series of question to move collaborative efforts forward, the following are the results of this activity.

What is Southeast Volusia's unique selling position/drivers?

- Workforce
- Proximity to Kennedy Space Center
- Land
- Climate
- Training opportunity/workforce development
- Community
- Open for business
- Access (Cape Canaveral, transportation, ports, rail)
- Diversity
- Existing businesses
- Real estate product
- Support programs
- Recreation
- Low cost of living
- Family Orientated
- Available land
- Light industry
- Schools/education
- Infrastructure
- Pad ready
- Quick permitting
- Career and Technical education
- Incentivize new business
- Can do attitude
- Wage increase

Challenges and Diversification - Needs to overcome challenges and enhance diversification as a Southeast Volusia Region:

- Streamlined environmental impact permitting to support quicker, lower-cost development, taking advantage of lower cost acreage.
- Better understanding of what is and is not working § Reduced risk for filling and building spaces
- Method to defer upfront cost
- Streamlined process for municipal staff that integrates day to day operations plus collaboration within the regional economic development initiatives (not piling more requirements and duties on)
- Similar zoning
- Include all the player
- Elected bodies create policies / resolution to work together
- Identify landowners in key property areas and solicit them
- Share standard incentives
- Identify low hanging fruit. No paralysis by analysis
- Get more business partnerships
- Have the planners work together
- A regional permitting process that will be available to be filled out and submitted online
- Overview so within state statute
- Clearly articulate value and ROI of economic development to everyone in the community.
- Adopt comp plan amendments for space overlay
- Understand clear desires of elected § Continue to have these kinds of meetings to move forward and track progress
- Regional incentives package

WORKSHOP #1 RESULTS (CONT.)

Building Consensus - Building consensus for a regional collaboration to capitalize on each community's strength while working collaboratively to overcome the challenges:

- Empowering elected officials to withstand the pushback from those that don't want change.
- Develop MOU for regional process to examine what is working, what is not working from deals that have "failed" – improve from there
- In SE Volusia collaboration and consensus looks like...including all stakeholders, expanding existing businesses, and creating private/public partnerships.
- In MOU agree to apply for EDA grant to develop a Regional Economic Development Strategy (REDS)
- Continuing the collaboration between the cities to build towards the growth of the private and public sector.
- Regional incentives and funding for economic development
- Need a regional economic strategy in writing with a timeline and stick to it and not vacillate with changing political wind
- Regional CEDS
- Better understanding of why we don't land the businesses that we want to recruit
- Major focus on workforce attraction. i.e. tax incentives, sufficient wage, and subsidies to encourage and attract workforce.
- Council and Commission members singing the same tune, knowing how to communicate with the naysayers with facts and positives
- Collaboration and consensus building in SE Volusia looks like business leaders sharing with educational institutions how to prepare the next generation of business owners and managers.
- More joint meetings
- Support our elected officials
- Open dialogue with private and public sectors

WORKSHOP #2 RESULTS

On February 24, 2022, the Second Southeast Volusia Economic Development Summit was held to identify and build consensus around strategies to advance and coordinate economic generating development focusing on the previously identified industries: aviation & aero-space, light industry (including manufacturing), boat building & marine equipment, supplies & services, and medical. Commercial corporate office space was added to this list of targeted industries.

During the workshop section, attendees participated in a map exercise to discuss on where they envision non-residential, economic generating land uses. Refer to discussion notes below and the map to the right for activity results.

Proposal for North

Industrial and commercial zone to connect along Williamson corridor, space between I-95 (transition zone)

- Deering Park North & Deering Park Center- mixed use areas (industrial and commercial)
- Discussion on improvements to Old Mission Rd.
- Between New Smyrna Beach and Edgewater (south of 44)- industrial park (potential)
- Consensus: on the north part of SEV, this would be the bubble supported

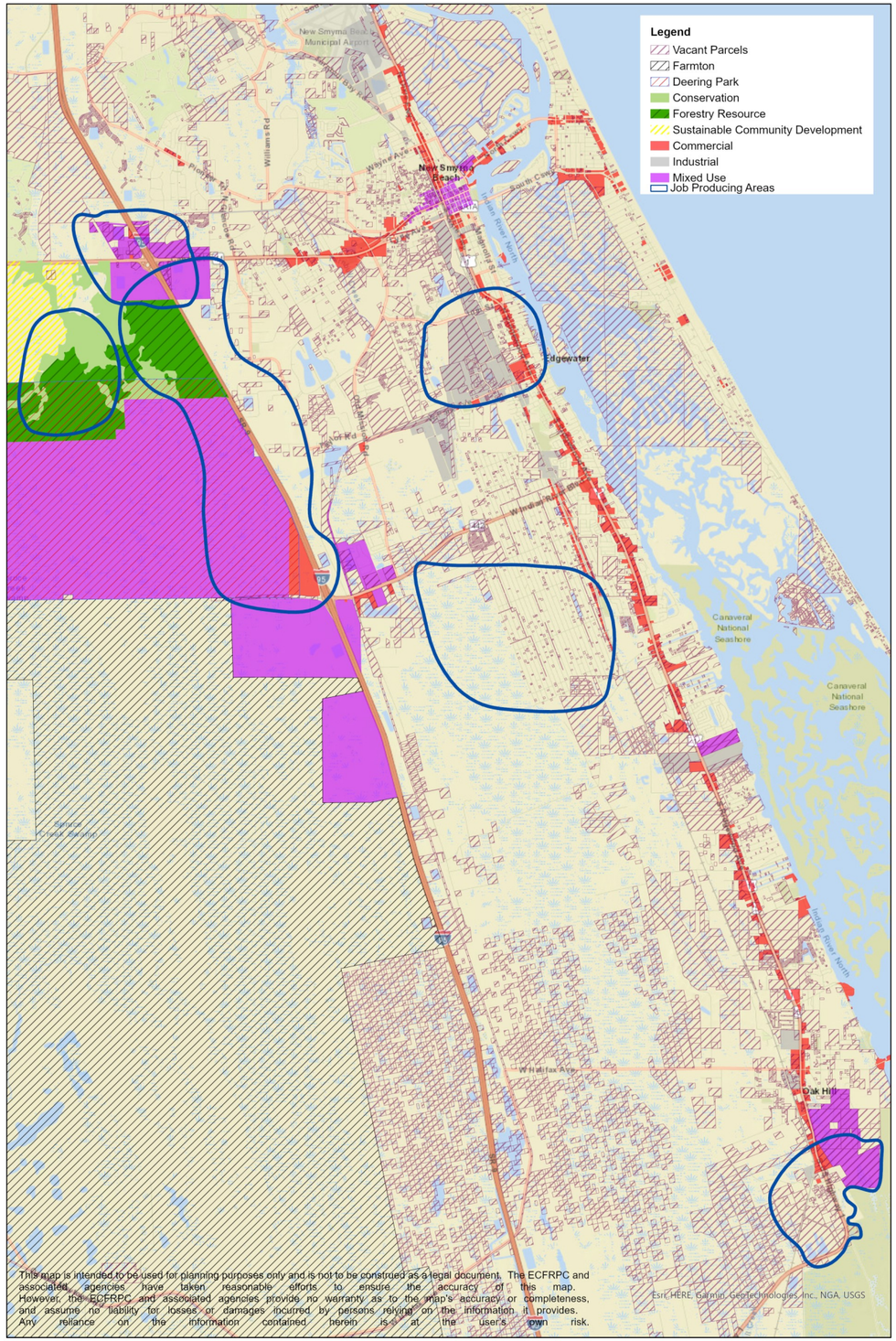
Office spaces can fall under other designation- mix uses for the most part allow for this kind of use.

Proposal for South

Brevard County line and I-95 section and US 1 could be used for manufacturing or commercial area (e.g., space industry)

- SEV Environmental Impacts Study (EIS)- e.g., Shiloh property extension
- There is an opportunity for leveraging, both, environmental initiatives (septic to sewer, etc.) and jobs.

Southeast Volusia FLU and Vacant



PLANNING FOR ECONOMIC DEVELOPMENT

Based on over a year of collaborative and culminating work focused on SEV's regional economic development, local experts have developed a single overarching goal to continue working as one economic region to diversify the economy by attracting identified targeted industries for high-wage/high-value job opportunities. This goal consists of five objectives and multiple respective strategies and actions to prepare the region for existing and new economic opportunities, pivot away from threats, address weaknesses, and reinforce existing strengths to position the region in a more competitive and industry-inviting place.

In May 2021, the Southeast Volusia Chamber of Commerce hosted the first Southeast Volusia Economic Development Summit, where the Chamber, along with the representatives from each of three SEV cities (City of New Smyrna, City of Edgewater, and City of Oak Hill), Volusia County, and the facilitative assistance of the East Central Florida Regional Planning Council, participated in a regional discussion that supports and further moves SEV's economic development collaborative efforts. During this meeting, areas and industries of priority were also identified for focused work. In February 2022, a second summit was held to continue the work. At this summit, city representatives and elected leadership further discussed priorities and concerns, established a vision of work, evaluated regional gaps and needs for increasing the suitability of sites for potential targeted businesses and industries, identified land use options and areas, and identified prospective collaborating partners/stakeholders. The outcomes of these summits have resulted in the established regional economic development goal presented in this document.

Goal

Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in aviation & aerospace; light (including manufacturing); boat building suppliers & marine equipment and services; medical; and corporate office industries.

Objectives

- **Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects.**
- **Strategically plan land-uses for increasing economic generating opportunities within the Southeast Volusia region that promote sustainable development patterns and a resilient and diverse economic future.**
- **Close the employment training, recruitment, expansion, and retention gap for target industry sectors.**
- **Create a unified and collaborative approach to Southeast Volusia's economic development as a region.**
- **Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, and innovation.**

PLANNING FOR ECONOMIC DEVELOPMENT (Cont.)

It is important to note that in conjunction with these discussions, previous regional economic and strategic marketing plans have been analyzed to complement and promote existing and ongoing regional undertakings, along with fostering new strategies. In addition, the work presented in this plan takes into consideration the efforts that have been established in the regional Reasonable Assurance Plan by incorporating strategies that help promote, prepare, address, and reinforce environmental stewardship for maintaining healthy ecosystems and pivot away from practices that threaten the region's valuable natural resources.

The strategies included to address each of the objectives in this plan take into account and position the region to take action on a variety of priorities that will help advance the regional economy and assist in industry readiness. The priorities covered throughout the objectives include infrastructure development and availability (i.e., water, sewer, stormwater, transportation, broadband, electric and renewable energy, and affordable housing), strategic and reasonable land use, protection and enhancement of quality-of-life attributes (including natural areas conservation), funding opportunities, workforce development, strategic industry growth, innovation and sustainability, and regional collaboration and leadership.

The following section presents the strategy tables in which the work has been laid out for achieving the established regional economic development goal. The strategies proposed are non-exhaustive but help propel existing and new regional endeavors.

The Strategic Plan Considers:

- **Regional strategic marketing initiatives**
- **Regional Reasonable Assurance Plan**
- **Infrastructure needs**
- **Accessibility/Transportation**
- **Strategic and reasonable land use**
  - **Protecting and enhancing quality-of-life attributes**
- **Funding opportunities**
- **Workforce training, innovation, retention, and expansion**
- **Sustainable and resilient industry growth and diversification**
- **Regional collaboration and leadership**

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.a. Create a regional infrastructure plan that includes an inventory of potential projects and estimated costs.	1.a.i. Secure funding and hire a consultant to facilitate conversations and develop the infrastructure plan.	2-3 years			
	1.a.ii. Build consensus around infrastructure focus areas to include: water, sewer, stormwater (including green stormwater infrastructure and low impact development), transportation (multimodal, transit, charging stations), broadband/high speed internet, electric, alternative energy–renewable readiness, workforce/affordable housing, etc.	2-3 years			
	1.a.iii. Identify key stakeholders to bring to the table including: utility providers (FPL, NSB Utilities, Florida Public Utilities, Florida Gas Transmission Co., AT&T, Brighthouse/Spectrum, CBN Broadband Network, City and County utility departments), major land owners, transportation entities (River to Sea TPO, VoTran, FDOT, County Transportation Division, FEC Railroad), target industry representative, major employers*, housing representatives (Volusia County Assistance Division, Realtors Association), medical/healthcare service representatives (Florida Hospital, Florida Memorial Hospital Health Park, Halifax Health), Volusia County Schools, permitting agencies (SJRWMD, FDEP), Indian River Lagoon Council, elected leaders and city/county staff.	2-3 years			
	*: SEV Manufacturing & Technology Coalition, SEV County Major Employers webpage: https://www.sevolusia.com/southeast-volusia-county-manufacturers/index				

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Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.a. Create a regional infrastructure plan that includes an inventory of potential projects and estimated costs (cont.)	1.a.iv. Create a cohesive multi-modal transportation section within the plan to provide for the movement of goods and people that promotes vibrant economic development while safely, conveniently, and efficiently serving the travel needs of southeast Volusia, protecting the natural environment and preserving the character and history of the region. The plan should provide for the following considerations: downtowns, freight and economic ingress/egress, parking solutions—especially in New Smyrna Beach, new/enhanced multimodal infrastructure, future climate conditions, incorporation of innovative stormwater solutions to improve water quality of the IRL, and others.	2-3 years			
	1.a.v. Develop a prioritized list of regional infrastructure projects and cost estimations for inclusion in the plan that may be used to seek grants , other funding or public private partnership opportunities. The list should include projects necessary to develop industrial park west of I-95 straddling NSB and Edgewater as well as those identified through collaborative efforts undertaken to date including: • Williamson Extension • Widening of Mission Road • Sewer & water extension from Roberts Road to Brevard County line.	2-3 years			
	1.a.vi. Assess the Regional Assurance Plan and identify projects within the southeast Volusia area to be incorporated into the SEV Infrastructure Plan.	2-3 Years			
	1.a.vii. Municipal and county adoption of the plan by resolution.		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

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Objective: Position the region to maximize the opportunity for state, federal and county funds for infrastructure needs and quality-of-life projects

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
1.b. Include in the development of the infrastructure plan a grant tracking table to identify potential funding sources, requirements (such as engineering and design, match, etc.), timelines and other considerations.	1.b.i. Identify potential partner(s) to secure grants in order to advance infrastructure development in priority development area(s) identified by leadership and as noted in this plan including the priority area between New Smyrna Beach and Edgewater. Partners could include SEV Chamber of Commerce, SEV cities, R2CTPO, Indian River Lagoon Council, utility partners, Volusia County Schools, Housing developers, private companies/businesses, and others.	2-3 years			
	1.b.ii. Research state and federal grants to fund infrastructure needs including those "outside of the box" – i.e. resilience or water quality grants to create onsite or regional stormwater infrastructure; structure projects as a dig once approach to secure grants that could cover planning or implementation of a number of infrastructure needs on one site at one time.	2-3 years			
1.c. During the collaboration efforts to develop the Infrastructure Plan, work with the City leadership to determine consensus regarding a regional financial mechanism to provide matching dollars for regional infrastructure.	1.c.i Collaborate with elected officials and city managers to determine consensus on an approach which could include a dedicated annual budget line item, increase in stormwater impact fees or other impact fees, a Regional Trust fund or other potential options. Note: Each city may opt to secure the funding through their own means, but at the very least, city and county partners should work to come to consensus regarding dollars allocated every year and how the dollars may be utilized or rolled over to create a growing account for infrastructure projects if not spent in a given year.	2-3 years			
	1..c.ii. Incorporate agreed upon approach into the infrastructure plan and resolution for adoption.		3-5 Years		
	1.c.iii. As housing has been discussed as being "infrastructure", partners should continue to explore the idea of funding an Affordable Housing Trust Fund.		3-5 Years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

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Objective: Strategically plan land-uses for increasing economic generating opportunities within the Southeast Volusia region that promote sustainable development patterns and a resilient and diverse economic future.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
2.a. Re-envision corridors/areas to focus future economic generating land-uses (non-residential)	2.a.i. Conduct an audit of the priority areas identified by leadership to focus efforts to increase opportunities for economic generating land uses. This should include infrastructure gaps, vulnerabilities, land-use designations, and socio-economic framework of the area.	2-3 years			
	2.a.ii. Assess growing trends in the manufacturing sector to target industries that will diversify the region's economic future and can operate on smaller parcels or within manufacturing parks and areas identified in the priority areas.	2-3 years			
	2.a.iii. Develop a vision for these areas including potential land use designations, workforce housing, infrastructure needs, future conditions, and target industries.	2-3 years			
	2.a.iv. Work with property owners and jurisdictional planners to identify willing participants in planning tools to secure the future economic land-use on these properties.	2-3 years			
	2.a.v. Update comprehensive plan, zoning and land development codes to solidify incentives, overlays or other identified planning approaches.		3-5 years		
	2.a.vi. Conduct small area design planning as needed to ensure development occurs as desired.		3-5 years		
	2.a.vii. Implement Joint Planning Agreements for these corridors or properties as needed.	2-3 years			
	2.a.viii. Secure various cross-sector partnerships to create the spaces for businesses to scale over time		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

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Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
2.b. Examine zoning and land-uses to determine potential for more innovative approaches, beyond mixed use, to facilitate mix of uses including light industrial/commercial/office and residential.	2.b.i. Conduct best practice research for innovative zoning and land use designations that integrate land uses instead of segregation of industrial from other uses. Example: Philadelphia code offers two new classifications, Industrial Commercial Mixed Use (ICMX) and Industrial Residential Mixed Use (IRMX), which focuses on live-work arrangements.	2-3 years			
	2.b.ii. Examine zoning allowances for small scale manufacturing and incubators that could offer classes, fabrication and prototyping tools, electronic/computer equipment, and design software for members.	2-3 years			
	2.b.iii. Identify industries that do not require heavy infrastructure nor generates heavy traffic patterns.	2-3 years			
	2.b.iv. Audit zoning, land development codes and future land uses to determine where barriers exist to innovative allowances, and the potential and appetite for new codes and where these could be implemented .	2-3 years			
	2.b.v. Create an internal process in each community to ensure cross-sectoral communication and involvement in decision-making for planning, natural resources, grant application, and economic development is standard practice.	2-3 years			
	2.b.vi. Research and implement renewable ready codes and sustainable policies and initiatives to encourage the formation and growth of targeted industries and other high wage/ high value job creating businesses, entrepreneurship, creativity, and innovation.		3-5 years		
	2.b.vii. Develop strategies and codes that will allow for future development to contribute towards further enhancing environmental protections without becoming cost-prohibitive and/or unreasonable to the developer such as low impact design requirements and other stormwater management strategies.		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

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Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.a. Conduct gap assessment of educational and training resources and needs to feed manufacturing industries from high school pipe-line and retraining and expand programs within the region.	3.a.i. Conduct inventory of programs and (re)trainings available in Volusia County high schools, community and technical colleges.	2-3 years			
	3.a.ii. Conduct best practice research for strategies to close training and recruitment gaps in manufacturing industries.	2-3 years			
	3.a.iii. Engage with groups to assist with the training and recruitment of target groups including Volusia County high schools, Burns Science and Technology Charter School, Southeast Volusia School of Science and Technology, Veterans Services, Career Source, major employers, Daytona State College, non-profits specializing in workforce training and placement, religious institutions and other identified stakeholders in the development of strategies and program development and assist in assigning responsible parties and identify partnerships.	2-3 years			
	3.a.iv. Identify and engage training and recruitment target groups including high school students, armed forces retirees, unemployed, underemployed, etc. in the development of strategies and program development.	2-3 years			
	3.a.v. Produce recommendation report for appropriate stakeholders to consider for implementation to include timeframes, responsible party leads for specific actions and partnerships.	2-3 years			

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.b. Continue to collaborate with stakeholders to assess progress recruitment and training recommendations and identify new partnerships, opportunities and strategies to advance recommendations in Recruitment and Retention Gap Analysis and Strategy Plan.	3.b.i. Continue to host roundtable session(s) to include educational and training entities, elected officials and industry representatives. Key stakeholders include those included in the development of the plan and NextGen Leaders, Burns Science and Technology Charter School, Sacred Heart School, Southeast Volusia School of Science and Technology, New Smyrna Beach High School, Daytona State College, Career Source, etc.		3-5 years		
	3.b.ii. In roundtable sessions, engage in dialogue to continue to identify private – public partnerships, non-profits and other organizations including 501 c(3), faith-based organizations, and others to advance strategies and opportunities to help close the recruitment and retention gap.		3-5 years		
3.c. Develop recruitment, retention, and expansion tools for regional industry growth.	3.c.i. Volusia Business Resources (VBR) and Team Volusia should continue to host the existing website with online resources for business expansion and retention. The Cities, partners and VBR should continue to update this website with new information, partnerships, etc. that emerge from the above engagement.				X
	Note: VBR website https://www.volusiabusinessresources.com & Team Volusia https://www.teamvolusiaedc.com/				
	3.c.ii. Continue efforts and information accessibility for recruitment of new industries and perspective entrepreneurs through easy to access and navigate website and include for example the development of a crosswalk of business installation prerequisites, services available, and infrastructure or resources required from the region to help expedite business residency in SEV.				X
	3.c.iii. Include on the VBR website a regional service provider and business directory by category.	2-3 years			

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Close the employment training, recruitment, expansion, and retention gap for target industry sectors.

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
3.d. The Chamber should continue to emphasize and market the region's reputation for entrepreneurship and innovation as a regional business identity.	3.d.i. Host annual business meetings to showcase successful local businesses and partnerships.				X
	3.d.ii. Develop a set of marketing material to promote identified the region's entrepreneurship and innovative investment opportunities.				X
	3.d.iii. Continue to promote business technology and resource investment, competitiveness, and excellence through incentives such as innovation awards, recognition programs, funding support, and scoring to help assist with business and regional improvements and create pathways into global recognition.				X
	3.d.iv. Continue collaboration with Volusia County, Team Volusia, and South East Volusia Manufacturing and Technology Coalition (SEVMTC).				X

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Continue the unified and collaborative approach to the Southeast Volusia's economic development as a region

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
4.a. Continue collaborative meetings and forums with regional planners, economic development staff, stake-holders and local representatives to regularly participate in efforts that address current and future identified issues and priorities at least once a year.	4.a.i. Continue to convene the regional economic leadership taskforce to deliver strong economic leadership and collaboration between all levels of government, industry, and the community. These meetings should be held no less than quarterly to ensure momentum and utilize the group to advance efforts of this plan.				X
	4.a.ii Host a minimum of one leadership forum session per year to focus on targeted collaboration, problem solving and partnership development. The leadership forum should include, as a minimum, elected and appointed government leadership and staff with key industries, academics, non-profits, and other identified stakeholders invited to the table dependent upon the focused discussion of the session. The goal of the leader-ship forum is to discuss and acknowledge economic development gaps and identify and promote opportunities across the region to ensure the region is well placed to grow and respond to economic changes/impacts.	2-3 years			X
4.b. Continue to seek, leverage, and mobilize internal resources and opportunities to build and sustain eco-nomic development and collaboration.	4.b.i. No less than quarterly, city and county planners and economic development staff, SEVMTC, and SEV Chamber should meet to discuss new opportunities, plan implementation progress and continue to collaborate to advance this plan and economic development opportunities, planning efforts and new partnerships. This meeting should be a recurring meeting hosted by the Chamber of Commerce.	2-3 years			
	4.b.ii. In collaboration with the County and cities GIS Department, City/County planners, economic develop-ment staff, and SEVMTC, continue the efforts to create a web-based regional mapping application for use by re-cruitment individuals and organizations, site selection professionals, and economic development practitioners to streamline the process in identifying non-residential development opportunities for targeted industries to locate in the region. The information included in the map should include a minimum zoning, future land use, site size, environmental constraints, utilities, and jurisdiction.	2-3 years			

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.a. As resilience and recovery are important regional themes to incorporate into regional and local Comprehensive Economic Development Strategy (CEDS), conduct a vulnerability assessment of the region's economic system and identify strategies to adapt to shocks and stressors.	5.a.i Conduct an assessment of the region's economic system to identify industry conglomerations, industry gaps, supply chain resources, and other identified economic resources and vulnerabilities. This would include interviews with industry leaders to assess resources needs and where they obtain these resources for their operations.	2-3 years			
	5.a.ii. Work with practitioners and industry stakeholders to identify a regionally consistent set of indicators and benchmarks including economic vulnerability indicators to track progress being made in resilient economic development. Research of best practice indicators should occur during this process. This activity could be undertaken as a masters thesis with one of the local universities. Utilize resources found on NADA CEDS Central and US EDA for best practices which includes numerous tools such as National Economic Resilience Data Explorer (NERDE) and Analysis Platform for Risk, Resilience, and Expenditures (APRED).	2-3 years			
	5.a.iii. Update local CEDS plans to incorporate new metrics and ensure identified shocks and stresses are included as they don't stop at geographical or jurisdictional boundaries, making the need to prepare and respond to these events a regional effort. The CEDS planning process is therefore an ideal opportunity to position regions for recovery.		3-5 years		

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.b. Create a Business Resilience program at the Chamber to build capacity, provide training opportunities, and engage businesses to foster sustainable and regenerative systems that promote equitable and inclusive practices to better prepare for and respond to shocks and stressors.	5.b.i. Conduct best practice research of other chambers of commerce regarding their role in economic and business resilience and identify programs that could be replicated in Southeast Volusia.	2-3 years			
	5.b.ii. Engage with experts to provide training opportunities for businesses in the region to build capacity and promote diverse business incentives.		3-5 years		
	5.b.iii. Develop a program with incentives for businesses that provide training opportunities, promote resilience and align with local goals/efforts based on transparency and accountable performance, such as, for example, entities who have conducted an analysis of business performance (e.g., B-Impact Assessment) based on governance, workers, community, the environment, and customers impacts.		3-5 years		
	Note: B Corp Impact Assessment digital tool: B Impact Assessment (bcorporation.net)				
	5.b.iv. Create a forum or platform to provide opportunities for Business to Business (B2B) connections for production and supply support especially in supply chain shortages or other disruptions.				X
	5.b.v. Prioritize and promote sustainable business practices such as by-product synergy, building operations efficiency, waste reduction and efficient waste management, and community volunteering programs, among other practices alike that can help protect and enhance the region's natural environment .				X

SEV REGIONAL ECONOMIC STRATEGIC PLAN

Goal: Continue working as one economic region to diversify the Southeast Volusia regional economy by attracting high wage/high value industries and jobs in the aviation & aerospace; light industry (including manufacturing); boat building supplies & marine equipment and services; medical; and corporate office industries.

Objective: Elevate regional economic prosperity through sustainable and resilient industry growth, diversification, recovery planning and innovation

Strategies	Actions	Time frame			
		Short-term	Mid-term	Long-term	On-going
5.c. Increase the number of industries within the region's innovation cluster and clean/green emerging industries to encourage economic diversification and circular economy concepts	5.c.i. Host a symposium or regional economic development summit focused on innovation and emerging technologies across sectors (private, government, community, academia, and clusters) to develop understanding, partnerships, and commitments for innovation.		3-5 years		
	5.c.ii. Develop recommendations, strategies and best practices that provide financial and non-financial incentives for "green" economic growth.	2-3 years			
	5.c.iii. Provide education on opportunities and resources offered by sustainability sector programs and entities such as Social Enterprise/B Corp.	2-3 years			
	Note: B Corp website: https://www.bcorporation.net/en-us/				
	5.c.iv. Investigate partnerships and opportunities to stimulate financial and non-financial development of work/study and apprenticeship programs for green jobs, with emphasis on inclusion for minority groups and disenfranchised youths.	2-3 years			

CONCLUSION

The Southeast Volusia region shall continue to collaborate and actively pursue efforts to help the region promote economic diversification, attract quality businesses and industries, and build an adequate and robust workforce to increase SEV's overall economic development. These efforts will be achieved by addressing, although not limited to, the stated goal and objectives and in collaboration with the organizations and stakeholders identified and presented in this plan. Some of the highlighted strategies, which will be essential for moving plan development forward, are the unified collaboration between the SEV cities and the County, meeting at least once a year to discuss progress and requirements, pursuing funding opportunities, workforce development, and availability and readiness of sites. The outcomes of this work will not only improve the region's economic resilience but will also work to promote people's quality of life and continue to protect, and when possible, enhance, places—the natural and built environment. Furthermore, by working on these community aspects, the region will be better equipped and prepared to face current and future shocks and stressors to the economy. After all, based on the economic impacts of the COVID-19 pandemic, people and businesses must work to foster technology, innovation, adaptability/flexibility, diversification, collaboration, and the sustainable use of resources (economic, natural, and material) to create a community and industry network that is supportive and resilient.

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July 10, 2024

Shane Corbin
Director of Developmental Services
214 Sams Ave.
New Smyrna Beach, FL 32168

RE: Deering Park Innovation Center - PUD Master Development Agreement

Dear Shane,

I appreciate you for asking me to explain some of the history and evolution of the Deering Park Innovation Center at New Smyrna Beach PUD Master Development Agreement. As the staff has explained, the City approached the landowner with the concept of planning for a mixed-use business park that would encourage jobs producing non-residential construction. This would be in the area next to the I95 Activity Center near SR 44 along the right of way for the extension of Williamson Boulevard between SR 44 and SR 442 in Edgewater. The plan was to provide tax value increases for this property in a manner to provide for a larger share of taxes being derived from non-residential uses, rather than New Smyrna residents' homes.

As you are aware, the City staff and the team representing the landowner spent many months meeting to discuss issues that were important to the City to include in the proposed PUD. Specifically, the staff emphasized some of the following needs that were incorporated in the proposed agreement:

- [3(f)]: The requirement that the Owner will work together with the City to recruit investment in the appropriate areas by job producers. Also, that the City and the Owner will specifically work together to develop shovel-ready industrial and/or office sites, which includes the permitting and development of stormwater and transportation infrastructure, and the pursuit of grants and economic development funding.
- [3(g)]: The provision for a permanent messaging sign for the City to provide messages to residents and visitors, in an appropriate location as agreed between the parties as to size, scale and design.
- [6(2)]: The ability for the City and Owner to work together to the extent that this site can be a catalyst for the extension of infrastructure, especially Williamson Boulevard, and to provide funding to develop "pad-ready" sites for office and light industrial uses.
- [6(3)]: The provision for a residential rental village that could provide attainable housing for employees of the business park that could not be subdivided and sold.
- [6(5)]: The provision for an area contemplated to be dedicated to the City of New Smyrna for a Regional Park/ Sports Complex of no less than 50 acres. Said Area is shown in the conceptual plan for Deering Park Innovation Center.

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- [6(6)]: The provision for an area contemplated to be dedicated to the City of New Smyrna for a Police Station of no less than10 acres. Said Area is shown in the conceptual plan for Deering Park Innovation Center.
- The requirement for enhanced parking standards for residential areas. Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
- Maximum entitlements for the project were provided within the comprehensive plan and the PUD.
- [7(e)]: Negotiation of acceptable and prohibited uses within the business park to encourage technology and corporate headquarters and prohibit heavy industrial uses not compatible with the community.
- [8(a)]: The provision for an area contemplated to be dedicated to the Utilities Commission for a Sub-Station site of no less than 8 acres.
- [9}: The provision for an entity to provide for maintenance of all systems and private infrastructure, and possibility of a CDD or Stewardship District.
- [10]: Architectural and Design Standards were provided and clarified and enhanced with Exhibit E.
- The requirement that no residential units are permitted until at least 3 years subsequent to approval of PUD.

In addition, partially during a series of hearings on the comprehensive plan amendments, we have received input from the New Smyrna Beach Commission regarding clarifications that were important to provide in the written agreement, including the following:

- [3(h)]: The requirement that the property infrastructure shall be designed to provide sufficient wiring infrastructure to permit cameras at intersections for public safety purposes.
- [5(d)]: The requirement that residential subdivisions shall be designed for connectivity with other residential and non-residential areas, provide alternative travel routes, and minimize the use of cul-de-sacs.
- [5(e)]: The requirement that residential and non-residential areas shall employ road and street designs that emphasize the need for traffic calming and avoidance of areas or design that encourage speeding though such areas.
- The clarification that although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.
- [5]: The clear written requirement that no stormwater runoff from this site would be permitted into Venetian Bay or the NSBUC Campus subsequent to development, regardless of whether said runoff currently proceeds in that direction.
- [13]: The requirement that all residences will meet the Energy Star program standards provided by the United States Environmental Protection Agency and the United States Department of Energy.

- [13}: The requirement planning for colors for buildings shall include the consideration of the use of higher light reflective values for paint and roofing materials

In addition, during the two hearings before the Planning and Zoning Board, we have received input from the Board regarding clarifications that were important to provide in the written agreement, including the following:

- [4(b)]: The requirement that prior to any development of the site, Deering Park Innovation Center shall complete at its expense a Stormwater Management and Runoff study to determine the existing runoff based on current conditions and runoff impacts that take into account revised climate and storm occurrence data in order to design an integrated stormwater master plan that directs stormwater into the south conservation easement areas and does not allow any runoff from the site into Venetian Bay or the proposed NSBU campus.

- [4(e)]: The requirement that stormwater management will be designed in a manner to ensure that stormwater runoff to adjacent parcels resulting from development within Deering Park Innovation Center shall be equal to or less than stormwater runoff immediately prior to development based on the prevailing stormwater event/rainfall movement at the time of development, to consider sea level rise projections set forth in the NOAA Intermediate, as amended.

- [4(f)]: The requirement that Compensating storage of floodplain impacts shall meet or exceed the standards provided in the City of New Smyrna Beach and at a minimum provide 50% additional volume of storage with an interconnecting basin.

- [4(g)]: The requirement that stormwater design and construction shall be designed to have no impact on existing development or neighborhoods.

- [4(h)]: The clarification that Deering Park Innovation Center has the ability to legally access and assist in the restoration of thousands of acres of conservation lands located south of Deering Park Innovation Center and that it is the intent of Deering Park Innovation Center to design and permit a stormwater management system that re-directs stormwater runoff from the Deering Park Innovation Center stormwater management system from the west to the south, as means to increase stormwater capacity and to help restore the ecosystem within these conservation areas.

- [4(l)]: The clarification that proper maintenance of the master stormwater system is essential and therefore shall be the responsibility of Deering Park Innovation Center.

- The requirement that Deering Park Innovation Center shall make a presentation to the Planning and Zoning Board and City Commission to provide evidence of the lakes and conveyance system, anticipated capacity, and direction of runoff. This presentation shall include how the stormwater management system meets the goals provided in this section.
- The requirement for a 10-year maintenance bond to ensure that said stormwater management system continues to function as designed and complies with the goals provided in the PUD, including, but not limited to, ensuring that no runoff from Deering Park Innovation Center is directed north of State Route 44 into Venetian Bay or the NSBUC campus.

- [5(d)]: The requirements for planned connections to adjoining projects.

- [5(f)]: The requirement for traffic impact analysis incorporating potential Accessory Dwelling Units.

- The requirement that any parcel dedicated for the Regional Park/Sports Center be no less than 85% uplands.

- The requirement that no residential units will be built until a minimum of 500,000 sq. ft. of non-residential buildings have been constructed, and, in addition, that a minimum of an additional 500,000 sq. ft. of non-residential buildings have been permitted by the City.

Subsequent to the hearing and recommendation of approval by the Planning and Zoning Board, the Staff and City Attorney provided additional comments and recommended changes including:

- Creation of extensive sections of the PUD MDA that specifically address stormwater requirements and transportation requirements.

- Additional clarifications for design guidelines and illustrative examples of community features.

- Requirements for review of any subdivision or site plan review by the City Commission.

- [3(k)]: Requirement for a restrictive covenant to be recorded on the entirety of the subject parcel to conform to the PUD restrictions providing the maximum number of residential units permitted within Deering Park Innovation Center, as a whole, and the maximum number of any residential units permitted within the Innovation Park business park area and the Mixed-Use areas.

- [3(l)]: Establishment of a minimum of 400 acres of Natural Vegetation Areas.

- [3(q)]: Provision for diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a "cookie cutter" subdivision with identical homes in a row and to provide for diverse housing options throughout the community

- [3(r)]: Creation of standards for architecture, including the provision that buildings shall strive to utilize a Florida Vernacular or other historical Florida style of architecture such as Florida Coastal or Farmhouse.

- [6}: Provision for minimum size of Innovation Park (Business Park).

- [13(c)]: The requirement that burning shall not be used to clear land and there shall be no burning of cleared materials on site.

- The requirement that all construction within Deering Park Innovation Center shall adhere to higher standards to accomplish water and energy efficiency and conservation. All landscape plant materials shall be either Florida native species or Florida Friendly plant material to reduce or eliminate the need for irrigation.

In addition, although the State of Florida Department of Commerce, the East Central Florida Regional Planning Commission, State of Florida Department of Environmental Protection, and the State of Florida Department of Transportation have reviewed the proposed comprehensive plan amendment and had

no recommendations for changes or additions, based on input from the School District the following language has been added:

- Deering Park Innovation Center at New Smyrna Beach will be developed in phases. Each phase or subdivision will require a concurrency evaluation and if necessary, an agreement between the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns and the Volusia County School Board to provide for sufficient student capacity. Capacity and concurrency issues will be evaluated simultaneously with any new subdivision plat or site plan review.

- The current density permitted on the property that is the subject of Deering Park Innovation Center at New Smyrna Beach prior to amendment and this PUD is 140 single family units. The comprehensive plan amendment and Deering Park Innovation Center PUD limits the residential units at Deering Park Innovation Center to no more than 2150 units. However, the City of New Smyrna Beach may not permit nor allow the construction of any residential units until such time as a School District Finding of Adequacy is negotiated with the School District and such Finding of Adequacy is provided to the City of New Smyrna Beach.

Obviously, there are also many citizens who have contributed to this agreement, and who have made suggestions that have been incorporated into the PUD and Agreement. This letter has attempted to show the major changes as the document has evolved into the present MDA before the Commission.

Please let me know if anyone on our team can help provide any additional information.

Sincerely,

Glenn D. Storch, Esq.

~~4/3/25draft~~ FINAL

DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH
PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), ~~and~~ Farmton North, LLC ("Owner"), a Delaware limited liability company, and Deering Park Development Company, LLC, a Florida Limited Liability Company ("Developer") hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

INTRODUCTION:
The parties intend to plan the subject property in a sustainable manner that will provide for new job production areas in a live, work, and play manner. The project will be consistent with the comprehensive plan requirements for design of the South Village area, stressing new urbanism principles to give structure to the new development that is reflective of the assets of the older portions of the City. Additionally, the project will be planned to compliment and connect, as appropriate, to the adjacent South Village PUD immediately to the west (Sustainable Communities FLUM) and the Ocean Gate PUD immediately to the east (Southeast Volusia Activity Center FLUM).

The Deering Park Innovation Center at New Smyrna Beach ("Deering Park Innovation Center" or "Innovation Center") will provide for large areas with Interstate 95 visual access for corporate headquarters and other job producers. In addition, Deering Park Innovation Center will provide for vegetated buffers and an extensively landscaped entrance into the community along SR 44, a regional bicycle trail segment, and with provisions for additional job creation within a mixed-use retail goods and services, hotel, and medical services area near SR 44.

No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City.

Deering Park Innovation Center will also provide an area for a regional sport complex and a police facilities site for the benefit of businesses and residents in the western portion of New Smyrna Beach.

Residential areas will be encouraged to develop in a manner to reduce the need for automobile transportation by providing higher densities near job creation areas and lower densities near natural vegetation areas or conservation areas and by planning for connections to encourage pedestrian, bicycle and low speed electric vehicle use, as well as internal vehicular trips, within the community.

Deering Park Innovation Center will be designed with a comprehensive stormwater management system connected to thousands of acres of conservation lands south of the project to provide a ~~potential~~ location to help plan for unprecedented storm events to redirect stormwater ~~-~~away from existing residential areas. No construction is permitted until the comprehensive stormwater management plan is developed and approved by the landowner, the City and St. Johns River Water Management District.

Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

Natural vegetation areas shall be planned throughout the community to provide for maintenance of environmental assets and ~~the potential~~ for passive recreation.

The parties have worked closely to draft language and provide for a regional, long-term plan for this area that benefits the City, the Public and provides a reasonable use for the landowner's property. Therefore, the parties agree that any amendment that changes this agreement by reducing the required standards will require a super majority vote of the New Smyrna Beach Commission with a minimum of four votes.

1. PROPERTY DESCRIPTION AND OWNERSHIP

a. The property subject to this Master Development Agreement ("Agreement") consists of approximately 1,618 acres of real property ("Property") and is described in Exhibit A.
b. The Owner holds sole title to the Property.

2. EXHIBITS AND DEFINITIONS:

~~a.~~ The Exhibits listed below are incorporated by reference, and copies or reduced size copies are attached hereto. Copies of the Exhibits in 11x17 format shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and sketch.
Exhibit B: Conceptual Master Plan, dated February 28, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit C: Conceptual Residential Gradation Plan, dated February 16, 2024, prepared by Marquis, Latimer + Halback, Inc. showing density graduation in designated residential areas.
Exhibit D: Project Roadway Sections, dated April 16, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit E: Illustrative Design Guidelines
Exhibit F: Illustrative Examples of Community Features

Exhibit G: Map of Venetian Bay Community and the Utilities Commission Property

* Color copies of all exhibits on file with City.

The following terms are specifically defined as to their use within the provisions of the Deering Park Innovation Center PUD Master Development Agreement (MDA):

1. Cottage: Single-family, single-story home within a rental area. The home shall be less than 1,300 sq. ft.
2. Common Open Space: An area of land reserved primarily for the leisure or recreational use of the owners of a residential subdivision. Community pools, community centers, golf courses, parks, tot lots, mews, dog parks and other outdoor spaces intended for use by the residents of the residential subdivision shall be considered common open space. A minimum of thirty-five percent of the required Open Space shall be designated as common open space for any residential subdivision within

Deering Park Innovation Center PUD. Common open space shall meet the following standards:

(a) it shall be accessible to and usable by all residents of the residential subdivision, in which the Common Open Space is located; and

(b) its location, shape, size, character and use shall be illustrated on the Subdivision Plat for each residential subdivision; and

(c) maintenance guarantees shall be approved by the City Commission as part of the Subdivision Plat for each residential subdivision.

3. Mew: A shared outdoor open space or garden and surrounded by sidewalks and buildings but not streets. Street parking shall be provided near any mews.
4. Open Space: That portion of net land area not used for street right-of-way; off-street automobile parking and driveways; off-street loading; and maximum building lot coverage. Bicycle, walking and jogging paths, and other recreational facilities, plazas, undevelopable lot areas, including wetlands, and stormwater management areas outside of rights-of-way shall be considered open space. The plan for the entirety of Deering Park Innovation Center shall result in a minimum of 50% open space
5. Vegetated Buffer: If the land is already extensively vegetated, then the buffer will be comprised of existing natural vegetation with access as needed for maintenance, trails, and road crossings. If the buffer is required as a landscape buffer, Florida Native and Florida Friendly plant materials will be used in the creation of the buffer. The vegetation that is within the natural vegetation areas will remain, unless there are invasive species that are in conflict with the conservation management plan. All new plant material will be either Florida Native or Florida Friendly vegetation.
6. Venetian Bay Community: The area within the community known as Venetian Bay, as specifically provided on Exhibit 'G'.
7. Villa: Residential units composed of two units with one shared wall.
8. Zero-lot-line: Zero-lot-line property allows a building to be built to the very edge of the property line on at least one side.

3. DEVELOPMENT PLAN

a. City, Owner and ~~Owner~~Developer have designated the Property as "Deering Park Innovation Center at New Smyrna Beach" ("Deering Park Innovation Center").

b. The Property will be developed as a Mixed-Use Planned Unit Development ("PUD") pursuant to the City's Land Development Regulations ("LDRs"). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or ~~another~~other City ordinance in effect at the time the question, issue, or dispute arises shall control.

c. Development of the Property shall be consistent with Exhibit B - Conceptual Master Plan. The parties intend that Exhibit B is conceptual in nature which means it is an illustrative plan that demonstrates the vision for the Deering Park Innovation Center. The Conceptual Master Plan includes the planning framework for development throughout Deering Park

Innovation Center, subject to adjustment through the subdivision and site planning process for each phase. The Conceptual Master Plan is based on the development principles required by the City in its comprehensive plan and LDRs, including the PUD zoning for Deering Park Innovation Center. For every phase or project, a Site Plan, or Subdivision Plat must ~~-~~be reviewed by the Planning and Zoning Board and approved by City Commission ~~for each project or phase~~, prior to commencement of construction. The applicant has provided illustrative design guidelines attached as Exhibit E and illustrative pictures of examples of community features attached as Exhibit F that shall be part of this review, as well as the location of streets, lots, preserve areas, and ponds, along with details relating to stormwater, landscaping, streetscapes, parks, sidewalks, and other items. The standard for review will be consistency with this PUD Master Development Agreement and the City Land Development Regulations. ~~Adaptive management planning is hereby incorporated into this Agreement to address future uncertainties by linking flexible planning strategies to decision making, and adjusting implementation, as necessary, to improve the success of the project for both the City and the Owner.~~ Residential development shall also be consistent with Exhibit C – Conceptual Residential Gradation Plan, as to basic areas of density. The Conceptual Residential Gradation Plan is illustrative in nature. The residential development shall be based on the overall concept of higher densities closer to job producing areas and lower densities further from such job producing areas. Actual locations shall be market driven and ~~all~~various types of residential development shall be permitted, provided that total residential development does not exceed the total residential units provided in this Agreement.

d. The parties anticipate ~~a range between single-family~~the residential ~~and multifamily residential~~development to ~~be~~consist of approximately 25-40% multifamily residential and 60-75% single-family. The 2,150 total units are currently envisioned for 925 SF Detached, 250 SF ~~Build to Rent~~Residential Rental, 375 SF Townhomes and 600 MF Apartments.
e. A maximum of 600 hotel rooms shall be permitted for the project. There ~~is~~shall be a maximum of 150 hotel rooms within the Innovation Park ~~business park, but those rooms are included in the total number of 600~~Development District, leaving up to 450 hotel rooms ~~within Deering Park Innovation Center~~available for development in the other development districts as permitted herein.
f. The Property will be developed with a vegetated buffer along SR 44, a minimum of ~~50~~75' in depth, that provides a visual buffer along SR 44. The main entrance to the Deering Park Innovation Center ~~will convey an authentic statement~~shall be representative ~~to~~of Deering Park and New Smyrna Beach ~~and~~, in that it shall include mature and park-like landscaping. The intent is to reflect the Deering Park theme of "Living in a Park." The buffer may include an area for electronic signage for the City to provide messages to residents and visitors, in an appropriate location as agreed between the parties as to size, scale and design, and a regional bicycle trail segment.
g. ~~Common Open Space in residential platting areas~~ Residential neighborhoods shall ~~be~~ include 35% of the required ~~as~~ Open Space to be provided ~~in the Land Development Regulations.~~as Common Open Space. The location of said Common Open Space will be determined during the ~~platting~~Subdivision Plat process ~~review~~.
h. Amenities ~~for~~available to the general public ~~would~~shall include the land provided to the City for the City sports complex and regional park. Amenities for residents will be appropriate to the neighborhood size and will be determined in each residential subdivision, or residential site plan, and may include, but are not limited to, trailheads, tot

lots, pocket parks, dog parks, pools, community centers, pickleball courts or tennis courts. However, there must be a mix of amenities in the overall development, including at least one of each of the previously named amenities. Each neighborhood or residential area must include at least one amenity that is appropriate for the neighborhood or residential subdivision or residential site plan. For neighborhoods of 200 residential units or larger, amenities shall include one of the following larger amenities: a pool, a community center, a pickleball court or a tennis court or some combination of amenities approved by Planning staff to provide appropriate amenities for the neighborhood. Amenities that are planned for each neighborhood or residential areas as part of the approved subdivision or site plan shall be constructed and open prior to the certificate of occupancies issued for 50% of the homes in the neighborhood or residential area.

4. STORMWATER MANAGEMENT SYSTEM PLAN

~~a.~~ An integrated and comprehensive stormwater master plan including lakes, ponds, conveyances, drainage and retention facilities will be designed, permitted, constructed, and maintained in accordance with the standards of and permits to be issued by the St. Johns River Water Management District. Stormwater retention and drainage systems shall be designed and permitted as each project phase is designed and approved as part of a master stormwater system as described herein. Each phase of said stormwater system shall provide a minimum of ten (10%) per cent more capacity than necessary for that phase until the master system is complete, however stormwater runoff from the overall site will be less than or equal to stormwater runoff from the undeveloped site. Collection and transmission facilities shall be located pursuant to the approved site plans and/or plats.

Prior to any development of the site:

a. Deering Park Innovation Center shall complete at its expense a Stormwater Management and Runoff study to determine the existing runoff based on current conditions and runoff impacts that take into account revised climate and storm occurrence data in order to design an integrated stormwater master plan that directs stormwater into the south conservation easement areas and does not allow any runoff from the site into the Venetian Bay ~~community~~Community and the Utilities Commission ~~property~~Property, as identified in Exhibit G.
b. Deering Park Innovation Center shall be designed as a unified project for the purpose of stormwater management. Although individual projects and phases will be developed throughout Deering Park Innovation Center, overall stormwater management will be designed in a manner to ensure that stormwater runoff to adjacent parcels resulting from development within Deering Park Innovation Center shall be equal to or less than stormwater runoff immediately prior to development based on the prevailing stormwater event/rainfall movement at the time of development, to consider sea level rise projections set forth in the NOAA Intermediate, as amended.
c. Stormwater design and construction shall prevent negative stormwater or flooding impacts to offsite properties from the site and shall be designed to have no impact on existing development or neighborhoods. ~~Specifically~~Additionally, the stormwater management system shall be designed to ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission ~~property.~~Property, as identified in Exhibit G.

d. Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100-year flood elevation is provided at a rate of 150% of actual floodplain impacts.
e. The Property may be developed with the use of master shared stormwater systems to minimize timeframes for development and encourage investment by job creators and to provide a system capable of preventing stormwater impacts during peak storm events.
f. Deering Park Innovation Center has the ability to legally access and assist in the restoration of thousands of acres of conservation lands located south of Deering Park Innovation Center. It is the intent of Deering Park Innovation Center to design and permit a stormwater management system that re-directs stormwater runoff from the Deering Park Innovation Center stormwater management system from the west to the south, as means to increase stormwater capacity and to help restore the ecosystem within these conservation areas. However, no stormwater runoff from the Deering Park Innovation Center ~~property~~ is permitted to flow into the Venetian Bay Community or the Utilities Commission ~~parcel~~Property, as identified in Exhibit G.
g. Excluding the construction of Williamson Boulevard and the Deering Park SUNTrail bicycle trail segment, which may provide a separate stormwater system, a condition of development within Deering Park Innovation Center~~, shall be that the developers~~ shall be that the Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System obtain an easement for the re-direction of stormwater through and to the conservation easement areas south of the project within Deering Park North and, potentially, the Farmton Local Plan tracts. Prior to permitting, the Owner or Developer shall be required to provide proof of said easement to the City. The parties will encourage the County to consider the potential for incorporation of Williamson Boulevard stormwater within the comprehensive stormwater management system.
h. The design for the comprehensive stormwater management redirection into the conservation easement areas shall not impact or add to the stormwater management system for Deering Park North or Deering Park Center. Deering Park Innovation Center shall design and submit permits for such stormwater flow re-direction, which shall include provisions that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission ~~property.~~Property, as identified in Exhibit G.
i. Deering Park Innovation Center shall design and submit permits for the comprehensive stormwater system to ensure that stormwater runoff ~~from the site~~through existing culverts under I-95 to the east will be less than or equal to the current stormwater runoff through these culverts from the undeveloped site. However, no stormwater runoff from the Deering Park Innovation Center ~~property~~ is permitted to flow into the Venetian Bay Community or the Utilities Commission ~~parcel~~Property, as identified in Exhibit G.
j. The City of New Smyrna Beach shall evaluate the comprehensive stormwater and floodplain management plan during the permitting process to assess whether the goals enumerated herein have been met.
k. Upon the design and permitting of the comprehensive stormwater management system, Deering Park Innovation Center shall make a presentation to the Planning

and Zoning Board and the New Smyrna Beach City Commission to provide evidence of the lakes and conveyance system, anticipated capacity, and direction of runoff. This presentation shall include how the stormwater management system meets the goals provided in this section.

Accountability for the Deering Park Innovation Center Stormwater Management System:

l. Annual Analysis of Stormwater Management System: The Developer~~, the Deering Park Stewardship District, a Deering Park CDD,~~ or ~~a Deering Park Property Owners Association shall be~~entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System, ~~and~~ shall be required to provide an annual analysis of said stormwater management system to the City of New Smyrna Beach for review to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, ensuring that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission ~~property.~~ Property, as identified in Exhibit G. If the system is not functioning as designed or complying with the issued permits, the City shall issue a code compliance violation and allow for a 90-day compliance period prior to further code compliance action. In the event the issue is not cured within 90 days, City may hold all development permits and approvals for that part of the development that would impact the malfunctioning area, with the exception of any permit needed to fix the issue.

m. Cost of Analysis: Subsequent to the design and permitting of the stormwater management system, a professional engineer shall provide a cost estimate for the cost of an annual analysis of said stormwater management system to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, the requirement that the stormwater management system shall be designed and function to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission ~~property~~Property, as identified in Exhibit G.

n. Stormwater Management Bond or Letter of Credit: ~~Said~~The Stormwater Management System will be a comprehensive system that will provide proper stormwater management, as designed and permitted, for the entire Deering Park Innovation Center. As each portion of the system is constructed, the Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System shall provide a Stormwater Management Bond or Letter of Credit to ensure the City's ability to rapidly repair the section of the System in the event the Developer or entity required to maintain the system has not done so in accordance with this PUD. Subject to approval by the City Engineer, the project engineer, shall provide a signed and sealed cost estimate ~~will also include an estimated cost for construction of~~ as part of the permitting of the system that is appropriate for the cost of potential necessary repairs of the system or any ~~adjustment~~adjustments to the stormwater management system to ensure continued

compliance with the permitted stormwater management system based on said analysis. Deering Park Innovation Center shall provide to the City a 10-year maintenance bond or letter of credit for ~~said estimated cost of needed adjustments.~~10% of the cost of the comprehensive stormwater management system for five years, and 5% of the cost of the comprehensive stormwater management system for the remaining five years to cover the estimated cost of any repairs or adjustments that may be necessary in the future based on the engineers cost estimate. In the event of a deficiency between the bond and the actual cost of a repair or adjustment, the Developer or entity required to maintain the system shall provide the cost differential to the City. The determination of the total amount of the cost estimate and placement of the stormwater maintenance bond or letter of credit shall be a condition of the issuance of the City mass grading permit for each portion of the system. Any indication by the annual analysis or from other sources that indicate that stormwater management system needs to be repaired or rebuilt to ensure compliance with the ~~goals and prevent any excess stormwater run-off~~terms of this agreement, shall entitle the use of the stormwater management bond or letter of credit ~~in~~. In the event notice is given of a violation and that actions are necessary to correct the violation ~~is not commenced within~~, the Developer or entity responsible for the maintenance shall have 90 days to come into compliance prior to the City invoking the maintenance bond.

o. Responsibility for Maintenance of Stormwater Management System: Proper maintenance of the master stormwater system is essential and shall be the responsibility of Deering Park Innovation Center. The cost of maintenance for the master stormwater system shall be the responsibility of either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

Construction of ~~Regional~~Comprehensive Stormwater Management System:

p. As Built Survey: Construction of the Deering Park Innovation Center comprehensive stormwater management shall comply strictly with the terms of all permits, including permits from the St. Johns River Water Management District and City of New Smyrna Beach, and shall provide an as built survey by the project surveyor, to be reviewed and confirmed by an independent surveyor separate from the project surveyor, to the City to confirm compliance of construction with permits.

q. Compliance with New Smyrna Beach standards: Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100 ~~-~~year flood elevation is provided at a rate of 150% of ~~-~~actual floodplain impacts.

r. City facilities integration with regional stormwater management system: ~~City facilities constructed within the Regional Park/Sports Complex area or the Police station, will be required to go through~~ Deering Park Innovation Center agrees to provide offsite stormwater ~~management review and permitting, but Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways in a manner that may incorporate such City facilities into allocations for~~ retention capacity as part of the comprehensive

stormwater management system~~.~~ for all city construction on the Regional Park/Sports Complex and the Police Facilities Site.

5. TRAFFIC MANAGEMENT

a. GOALS: One of the goals of~~ Deering Park Innovation Center is to properly plan for traffic management for the areas west of Interstate 95 in a regional manner. By providing for appropriate uses to encourage community capture, planning for a mixed use live, work and play community to encourage internal capture, and providing for alternative community connections such as the Williamson Boulevard extension and road connectivity to reduce trips on SR 44, Deering Park Innovation Center will mitigate trips generated by the community.

b. COMMUNITY CAPTURE: In transportation planning, the basis of understanding vehicle traffic flow is where trips are produced (i.e. residential units) versus where trips are attracted (e.g. employment, retail or recreation land uses). The exchange of vehicles between these production areas and attractions on road networks clearly defines travel patterns. The creation of a mixed-use commercial village will result in increased traffic Community Capture for trips originating west of Interstate 95 that previously would be forced to continue east along State Road 44 to obtain goods and services lacking on the west side of the Interstate. A sub-area traffic study will be conducted, in cooperation with the City of New Smyrna Beach, to review this issue and the impacts on State Road 44 prior to the approval of Phase 1 development.

c. INTERNAL CAPTURE: In certain mixed-use developments like Deering Park Innovation Center, a portion of trips generated by the development remain within the project boundaries which minimize impacts to external roadways. This is known as "internal capture." Certain combinations of residential and non-residential mixed uses have shown this internal capture rate to be more than 30% of total trips generated. Deering Park Innovation Center has potential for increased internal capture which will be analyzed as part of the sub-area traffic analysis, and again in individual TIA's for each phase prior to development.

d. NORTH-SOUTH THOROUGHFARE ROAD: Willamson Boulevard segments, which connect to State Road 44, are required to be built as part of the thoroughfare spine road to allow for improvements within and around those segment areas within the PUD. ~~As provided herein, Deering Park Innovation Center shall cause~~The landowner has already dedicated a 200' right-of-way ~~of sufficient size and~~with agreed upon alignment to ~~be provided to~~ Volusia County from State Road 44 to the Edgewater municipal boundary through the Deering Park Innovation Center to allow a connection with Indian River Boulevard. Williamson Boulevard has been constructed as a major thoroughfare from Ormond Beach to Pioneer Trail. The Owner has deeded a 200-foot wide right of way to Volusia County from SR 44 to allow connection with Indian River Boulevard in Edgewater. Volusia County has also obtained a right of way between SR 44 and Pioneer Trail and will now be able to extend and complete the Williamson Boulevard Thoroughfare.

e. COMMUNITY CONNECTIONS:

i. A connecting road is planned to connect Deering Park Innovation Center with the project known as South Village to the west of Deering Park Innovation Center allowing traffic between the projects to remain off of State Road 44.

~~ii.~~ As to a roadway connection between the project ~~known as Ocean Gate and the King/O'Reilly parcel to the south of Ocean Gate,~~ and parcels north and east of

Deering Park Innovation Center, ~~(known as Ocean Gate and the~~ King~~/-~~O'Reilly ~~Parcel)];~~parcel, the City agrees that ~~in~~ at the time of development of the ~~event~~King-O'Reilly Parcel, or of the ~~King/O'Reilly Parcel is developed in~~ amendment of the ~~City, then~~Ocean Gate PUD, the City will require ~~a connection within the King/O'Reilly Parcel and~~ all developers to design and dedicate right of way that provides for a mutually agreeable means to connect these parcels and projects with Williamson Boulevard in Deering Park Innovation Center~~:~~ in order to avoid additional traffic on SR 44. Deering Park Innovation Center ~~is required~~agrees to ~~provide~~construct a ~~right of way to connect to this proposed roadway and provide for connection from the King/O'Reilly Parcel into the Deering Park Innovation Center roadway network.~~ road that connects to Ocean Gate/King-O'Reilly parcel road system when needed.

iii. As to a roadway connection to a potential bridge crossing (flyover of) Interstate 95 for a potential future connection by Volusia County or other parties to 10th street to the east of I-95, Deering Park Innovation Center shall be responsible for providing the required right-of-way and the construction of the connecting road within Deering Park Innovation Center from Williamson Boulevard to the west landing of any such bridge built by Volusia County or other parties. Other than the requirement to provide right-of-way, this potential future bridge crossing is not required by or a component of the Deering Park Innovation Center project.

iv. As to a roadway connection to and through Deering Park North, the landowner has dedicated a 200' right-of-way ~~of sufficient size and~~with agreed upon alignment to Volusia County from State Road 44 to the Edgewater municipal boundary and through Deering Park North to Indian River Boulevard.

v. Planning for Traffic Connectivity: Residential subdivisions shall be designed for connectivity with other residential and non-residential areas, provide alternative travel routes, and minimize the use of cul-de-sacs.

f. TRAFFIC CALMING: Residential and non-residential areas shall employ road and street designs that emphasize the need for traffic calming and avoidance of areas or design that encourage speeding though such areas. Calming techniques may include but are not limited to road alignments, raised intersection tables, lane narrowing, landscaping, hardscaping, signage, and other appropriate techniques.

g. TRAFFIC IMPACT ANALYSIS AND ROAD IMPROVEMENTS: There are no timelines for construction within Deering Park Innovation Center. This MDA provides for long-term planning for the subject property. ~~-~~As phases are built, traffic impact analyses are required for each phase to determine the existing background traffic and impact of proposed new plans and construction. Said traffic impact analysis for each phase shall determine any Accessory Dwelling Units (~~ADU's~~ADUs) that have been built and incorporate said ~~ADU's~~ADUs into the traffic analysis.

i. Prior to any development within Deering Park Innovation Center, a sub-regional traffic analysis will be provided to the City, FDOT, and County for approval, and will be updated in conjunction with each phase of development. The sub-regional analysis will address the internal capture rate and community capture rate and refine them phase by phase. This will be adjusted with each individual TIA for the phase and then prior to commencing a new phase, the sub-regional traffic analysis will be adjusted accordingly.

ii. In addition, the parties agree that individual Traffic Impact Analyses (TIAs) will be conducted within Deering Park Innovation Center within each phase as they come on-line for development. The TIAs will be conducted according to the then-current TPO guidelines and will include the cumulative development within Deering Park Innovation Center approved as of each successive study.

h. ADDITIONAL ANALYSIS TO SUBSTANTIATE INTERNAL CAPTURE: The City recognizes that the actual development impacts of the project may change due to the mixed-use nature of the project, projected non-residential buildout horizon and future growth of the area. Therefore, in order to accommodate unanticipated development changes within the project, additional analysis to substantiate internal capture shall be provided as part of each site plan and subdivision plat submittal as part of an individual phase to the City.

i. ALTERNATIVE MODES OF TRANSPORTATION: The reliance on vehicular travel is a societal norm particularly in the state of Florida where mass transit is limited. Multiple studies have shown the benefits of walkable places which create spaces for people to interact and bond. These walkable communities also become venues for exercise. Deering Park Innovation Center will epitomize this multi-modality with its interconnected road system enhanced with an extensive network of trails. Land uses will be sited in proximity to complementary uses to encourage traveling on foot, personal electric vehicles, scooter, or bicycle. The owners are committed to development of both a multi-modal plan and a traffic impact mitigation plan. Personal electric vehicles must comply with state, county and local regulations and will not be able to be used by minors within Deering Park Innovation Center. Additionally, ~~Th~~the SUNTrail bicycle and pedestrian network does not permit the use of electric vehicles.

j. LOW SPEED VEHICLES: Low speed vehicles shall be permitted on streets within Deering Park Innovation Center but shall not be permitted on Williamson Boulevard, other than at designated crossings, and on designated multi-use paths within the community that are at least twelve feet (12') wide. All low speed vehicles operating upon properly designated streets shall meet the minimum equipment standards and be operated in accordance with Florida Statutes, as may be amended from time to time.

6. OVERALL PROPERTY CRITERIA

The intent of Deering Park Innovation Center is to encourage job producing mixed-use development with retail, commercial, hotel, restaurant, corporate offices, light industrial, research, office, ~~retail,~~ parks, and other similar uses within proximity to residential areas and with internal vehicular, bicycle, and pedestrian access between such uses. High, medium, and low-density residential uses will be located strategically to provide attainable housing and reduced traffic, locating residential areas near the job producing areas. The following Development Districts, as shown on the attached Conceptual Master Plan, shall apply pursuant to the terms of this PUD. The actual location of said Development Districts may be adjusted but the acreages shown for the Development Districts shall remain consistent. However, although the parties have agreed upon a minimum of 68 acres for dedicated public use areas, the parties may agree upon the dedication of additional public lands, such as a potential school site or additions to the Regional Park/Sports Complex, Police Station, and Utility Use area. Deering Park Innovation Center is permitted to add such public areas over and above these 68 acres of public lands, without adding additional acreage to Innovation Park Development District.

DEVELOPMENT DISTRICTS:

A. Mixed-Use/Commercial Village is a mixed-use designation designed for commercial, retail, hotel, restaurant and entertainment uses, such as movie theaters and art shows, along major arterial corridors, and some medium-density or high-density residential uses to encourage pedestrian, bicycle access, personal electric vehicles and low speed vehicles. The goal of said Commercial Village is to provide a unique, upscale destination and meeting place that provides the necessary commercial and office uses to service the area west of Interstate 95, thereby increasing quality of life and reducing length of trips. The mixed-use area adjacent to the northernmost roundabout as shown on the Conceptual Master Plan (Exhibit B) shall encourage neighborhood commercial and services to provide for the residents of Deering Park Innovation Center. The small Mixed-Use/ Commercial area shown on the Conceptual Master Plan that is east of the main Williamson Road entrance to Deering Park Innovation Center and immediately adjacent to the existing ~~Racetrack~~Racetrac gas station and convenience store shall be required to have a 25 ft. vegetative buffer with a 12' wide paved multi-use trail connecting to the SUNTrail network along SR 44 and is only permitted to have a right in/right out ingress and egress to and from SR 44. This small parcel will not connect to the balance of the project to minimize impact to the adjacent wetland system. Uses within the Mixed Use/ Commercial Villages shall comply with the City noise ordinances.

B. Innovation Park is a mixed-use designation designed for corporate headquarters, light industrial, research, hotel (150 room maximum), small non-retail business, and office uses balanced with no more than twenty (20) percent of net usable acreage allowed for medium-density or high-density residential to encourage pedestrian and bicycle access for job producing area. The City agrees that this area provides for potential job producing areas and specifically is consistent with the New Smyrna Beach Comprehensive Plan provision for the Commercial Space Industry Opportunity Overlay Zone. The City and Owner will work together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop "pad-ready" sites for office and light industrial uses for the project. A "pad-ready" site would be defined as a subdivided lot, with vehicular access and utilities provided to the site and provision for stormwater capacity within a master or sub-master stormwater system that could accommodate the impervious surface areas to be placed on said "pad-ready" site~~.~~, as well as required landscape buffers. This collaboration does not require any financial contribution by the City.

C. Residential Rental Village is the designation for commercial rental communities that may include detached homes, cottages, and bungalows of no less than 800 square feet, duplex units of no less 800 square feet, townhouses, and multi-family apartments. Such commercial rental communities will be maintained as a single parcel for each project and shall not be permitted to be subdivided or sold as individual homes.

D. Residential is the designation for neighborhood residential areas that will contain a diversity of housing options with the goal of providing pedestrian and multi modal connections to nearby job producing areas. The densities of such Residential areas shall be based on proximity to the job producing and urban commercial uses to encourage pedestrian and bicycle access as depicted on Exhibit C. Therefore, areas designated residential in the southern portion of Deering Park Innovation Center, adjoining a large conservation area, should be reserved for low-density residential. The wavy boundaries between residential density categories provided on Exhibit C showing a graduation of density, from low density nearest to the conservation areas to high density closest to job creation areas, are approximate and provided to illustrate the concept, with actual density locations to be adjusted during the subdivision process. In no event shall overall project density exceed the

maximum number of 2,150 residential units within Deering Park Innovation Center. The intent is to provide a wide range of housing types, sizes, and pricing, with higher densities closest to the intensive non-residential uses. Owner agrees and stipulates to prohibit short term rentals, of less than six (6) months, within the Residential District and in every Homeowners Association, which shall enforce such prohibition. Accessory dwelling units (~~ADU~~ADUs) of no more than 800 square feet will be permitted within the Residential District. An Accessory Dwelling Unit (ADU) is a secondary residential unit that shares a building lot with a larger primary home. ADUs often provide additional living space for family members or generate rental income, but they cannot be bought or sold separately from the primary home. No more than one ADU per single family lot is permitted and the number of ADUs allowed within the development cannot exceed the number of single-family dwellings constructed. Said ADUs are permitted as part of single-family residential areas. Said ADUs are only permitted ~~after or~~ as part of the initial construction of the primary dwelling and shall not be allowed as additions once the primary dwelling unit has received its initial certificate of occupancy. Such ADUs shall not count against Deering Park Innovation Center's cumulative total density. All ~~ADU's~~ADUs shall provide for one (1) additional parking space, on the lot, above the principal unit's required parking count.

E. Regional Park/Sports Complex is a recreation use area contemplated to be dedicated to the City of New Smyrna in exchange for park impact fee credits. The complex site shall be a minimum of 50 acres and the actual dimensions will be determined as part of the Williamson Boulevard segment construction review. It is the goal of both parties that the width of the park area should be approximately 550 feet and the parties will work together on plans to achieve this result. Since wetland jurisdictional lines have not been established in this area, it is important to provide that it is a goal of the parties that the land provided to the City is not primarily wetlands that would increase the costs of development but should be primarily uplands. Deering Park Innovation Center shall provide a site that is a minimum of 85% developable and reasonably contiguous uplands. The City and the developer will work together, once jurisdictional lines are established, to provide an area appropriate for the use contemplated by the City for this regional park/sports complex. The City may use this property for any recreational or community use, including, but not limited to parks, sports fields, and a community center, provided such center is not used for incompatible uses such as medical uses, drug treatment centers, transient housing, or homeless shelters. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time ~~at the option~~ of the ~~City~~City's choosing. Access to said parcel is planned via a future east west road from Williamson Boulevard and transfer should only occur upon ability for the City to access said parcel via public roads or rights-of-way. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the public facilities contemplated, which are at a minimum, sport fields for the public, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures consistent with the architectural styles prevalent in Deering Park Innovation

Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the regional park / sports complex area shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues or CDD assessments, nor shall the City have a voting interest in the POA or CDD. Deering Park Innovation Center agrees to provide stormwater retention capacity for this area as part of the comprehensive stormwater management system for city construction on the parcel. Deering Park Innovation Center shall be responsible for providing road access and utility lines to the boundary of the City parcel, at no cost to the City, as part of the development of that section of Deering Park Innovation Center

F. Natural Vegetation Areas: Planning for Deering Park Innovation Center shall include the requirement for a connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center. This connection will expand the habitat corridor~~.~~ connecting to the existing corridor to the south in Deering Park North.

1. Deering Park Innovation Center will include a minimum of 400 acres of Natural Vegetation Areas to be established through the permitting, site plan and/or plat process.
2. There have been no jurisdictional wetland determinations on this site. The applicant, in working with planners and city staff, have used the best available information to determine appropriate planning areas for natural vegetation areas. Jurisdictional determinations and wetland lines will be determined as part of the permitting and site plan and/or plat process.
3. Natural Vegetation areas shall be placed within a conservation easement consistent with the terms of this Agreement, and maintained in conservation as provided herein, without cost to the City of New Smyrna Beach, after issuance of and in accordance with St. Johns River Water Management District and other required environmental permits.
4. These conservation easements will prevent any development not specifically allowed. Public trails will be permitted within the conservation easement areas. The conservation easements will be provided to two or more beneficiaries to layer those easements and facilitate perpetual conservation. The City of New Smyrna Beach shall be one of the beneficiaries, if they chose to accept the conservation easement.
5. The landowner has already caused the creation of 46,000 acres [over 71 square miles] of connected wildlife corridors by placement of lands in conservation easements. The Natural Vegetation Areas within Deering Park Innovation Center will connect to and extend these conservation areas into New Smyrna Beach. The Natural Vegetation Areas will be maintained in perpetuity, without cost to the City, based upon the terms of the conservation easements. The costs for such maintenance of the conservation easement shall be borne by either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

G. Police Facilities Site is a municipal use for a potential police station site as shown on the Conceptual Master Plan contemplated to be dedicated to the City of New Smyrna Beach in return for Police impact fee credits. Said site shall be of sufficient size to accommodate a

police substation and shall be a minimum of 10 contiguous and developable acres. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time ~~at the option~~ of the ~~City~~City's choosing. Access to said parcel is planned via Williamson Boulevard and a future east west two-lane road into Innovation Park and transfer should only occur upon the ability for the public to access said parcel via public roads. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the police substation facilities contemplated, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures on this site consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the police facilities site shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues or CDD assessments, nor shall the City have a voting interest in the POA or CDD. Deering Park Innovation Center agrees to provide stormwater retention capacity for this area as part of the comprehensive stormwater management system for city construction on the parcel.

H. Density: As defined, Low Density is 0-5 units per acre; Medium Density is 5-8 units per acre and High Density is 8-18 units per acre.

I. Vegetated Buffer Requirements for Perimeters:

~~1. Perimeter~~

~~i.~~1. The perimeter of Deering Park Innovation Center along the South Village project shall have a minimum 20' wide vegetated buffer.

~~ii.~~2. The perimeter of Deering Park Innovation Center adjoining the conservation easement on the south side of Deering Park Innovation Center that is part of the Deering Park North project shall have a minimum 50' wide vegetated buffer.

~~iii.~~3. The perimeter of Deering Park Innovation Center along State Road 44, with the exception of the access to Williamson Road~~,~~ and the small mixed-use area next to the Ocean Gate subdivision, shall have a minimum ~~50'~~75' vegetated buffer, which ~~may~~will include within the buffer a 12' wide paved multi-use trail connecting to the SUNTrail network.

~~iv.~~4. The area adjoining Williamson Boulevard shall have a minimum 20' vegetated buffer for all areas not used by access points or road right-of-way. Multi-modal trails or sidewalks may be within said vegetated buffer areas and shall incorporate ~~the~~ native vegetation or trees in the design of any such multi-modal trail or sidewalks.

~~v.~~5. No perimeter buffer shall be required along the perimeter boundary with the eastern side of Deering Park North in light of the similar mixed-use of the adjoining property.

~~vi.~~6. No perimeter buffer shall be required along the boundary with Interstate 95 in light of the intent to design and showcase businesses to be located along the interstate. unless the rear facing portion of the building is directly adjacent to Interstate 95 in which case a minimum 50-foot vegetated buffer shall be required. Any rear facing

portions of buildings directly adjacent to Interstate 95 shall be landscaped to hide any loading docks or other rear areas that do not showcase the business.

~~vii.~~7. The perimeter of the Residential Rental Village area shall have a minimum 20' vegetated buffer. No landscape buffers are required for individual cottages or homes within the ~~rent~~Residential Rental Village area, unless they are located directly adjacent to ~~own area. However,~~Interstate 95, in which case the ~~rent to own area shall have a 20' perimeter~~minimum 50-foot vegetated ~~buffer.~~buffers shall be required.

DISTRICT SPECIFIC DEVELOPMENT CRITERIA. The following development criteria shall apply to the Districts within the Property:

INNOVATION PARK

NON-RESIDENTIAL

- Minimum lot area: 5,000 square feet
- Minimum lot width: Deering Park Innovation Center light industrial or office uses may be subdivided into 18' wide lots, an appropriate number of such lots shall then be combined to meet "building site" requirements including all minimum lot area and other standards.
- Maximum building height: 75 ft.
- Maximum building coverage: 50%
- Setbacks:
    - Other than 25 ft. vegetated setback from Williamson right-of-way all structures erected shall have -0- foot lot setback lines from lot lines located within the Property.
    - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
    - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
    - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
    - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
    - The maximum room size does not include any balcony, porch or deck area connected to the unit.
    - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

MIXED-USE/COMMERCIAL

NON-RESIDENTIAL

- Minimum lot area: No minimum required.

- Minimum lot width: No minimum required.
- Maximum building height: 75 ft.
- Maximum building coverage: 80%
- Setbacks:
    - Other than 25 ft vegetated. setback from Williamson Boulevard right-of-way and 50 ft. vegetated setback from SR44 right-of-way, all structures erected shall have -0- foot lot setback lines from lot lines located within the Property
    - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
    - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
    - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
    - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
    - The maximum room size does not include any balcony, porch or deck area connected to the unit.
    - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

RESIDENTIAL RENTAL VILLAGE:

- Cottages:
    - Cottages do not require road frontage and may face a mew or other green space.
    - Maximum building height: 35 ft.
    - Single parcel for commercial cottages project with no individual lots
    - Minimum living area per dwelling unit:
        - 1 Bedroom: 600 sq. ft.
        - 2 Bedrooms: 800 sq. ft.
        - 3 Bedrooms: 1,000 sq. ft.
    - Minimum building setbacks:
        - Side: 5 ft.
        - Side Street: 10 ft.
        - Front: 15 ft.
        - Rear: 10 ft.
    - Minimum building separation: 10 ft.
- Multifamily:
    - Maximum building height: 75 ft.
    - Minimum lot area: 6,500 sq. ft.
    - Minimum lot width: 65 ft.

  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
    - 4 Bedrooms: 1,100 sq. ft.
  - Maximum building coverage: 35%.
  - Minimum building setbacks:
    - Side: 25 ft.
    - Side Street: 25 ft.
    - Front: 25 ft.
    - Rear: 25 ft.
  - Minimum building separation: 30 ft.
  - Minimum open space: 20%
  - Common open space: 25% of open space
- Duplexes:
  - Maximum building height: 35'.
  - Minimum lot area: 3,000 sf.
  - Minimum lot width: 30' per dwelling unit and 60' per building.
  - Minimum lot depth: 100'.
  - Maximum building coverage: 70%.
  - Minimum building setbacks:
    - Interior Side: 5' (end units only); however, no side setback shall be required for property line along common wall.
    - Side Street: 10'.
    - Front: 20'.
    - Rear: 5'.
  - Minimum open space: 20%.
- Townhomes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 1,800 sq. ft.
  - Minimum lot width: 18 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit: 750 sq. ft.
  - Maximum building coverage: 90%
  - Minimum building setbacks:
    - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum spacing between buildings: 10 ft.
  - Minimum open space: 20%

RESIDENTIAL

- Single-family detached dwellings:
  - Maximum building height: 35 ft.

- Minimum lot area: 5,500 sq. ft. however staff may permit reduced lot areas designed consistent with new urbanism principles including access alleys and rear loaded garages.
- Minimum lot width: 50 ft.
- Minimum lot depth: 110 ft.
- Maximum building coverage: 70%
- Minimum building setbacks:
  - Side: 5 ft.
  - Side Street: 10 ft.
  - Front: 20 ft. however, front setback may be reduced to ~~10ft~~10 ft. if unit is alley loaded without garage access to front street or if the unit has a side entry garage, so long as there is no conflict with any utility easement.
  - Rear: 15 ft~~. except must maintain.~~, unless there is a rear-loaded garage in which case the minimum driveway depth ~~of~~shall be 20 ft.
- Minimum open space: 20%.
- Minimum accessory structure setbacks:
  - Pool: 5 ft.
  - Pool equipment: 5 ft.
  - Screen enclosure 5 ft.
  - Shed: 5 ft.
  - Generators/other mechanical equipment: 1.5 ft., however, generators must maintain a 10 ft. separation from all operable windows on adjoining lots.
  - Eaves: 3 ft.
- Accessory structures shall not be located within required front or side setbacks.

- Duplexes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 3,000 sq. ft.
  - Minimum lot width: 30 ft. per dwelling unit and 60' per building.
  - Minimum lot depth: 100 ft.
  - Maximum building coverage: 70%.
  - Minimum building setbacks:
    - Interior Side: 5 ft. (end units only); however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum open space: 20%.
- Townhomes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 1,800 sq. ft.
  - Minimum lot width: 18 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit: 750 sq. ft.

- Maximum building coverage: 90%
- Minimum building setbacks:
  - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
  - Side Street: 10 ft.
  - Front: 20 ft.
  - Rear: 5 ft.
- Minimum spacing between buildings: 10 ft.
- Minimum open space: 20%

- Multifamily:
  - Maximum building height: 75 ft.
  - Minimum lot area: 6,500 sq. ft.
  - Minimum lot width: 65 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
    - 4 Bedrooms: 1,100 sq. ft.
  - Maximum building coverage: 35%.
  - Minimum building setbacks:
    - Side: 25 ft.
    - Side Street: 25 ft.
    - Front: 25 ft.
    - Rear: 25 ft.
  - Minimum building separation: 30 ft.
  - Minimum open space: 20%
  - Common open space: 20% of open space
- Rear loaded homes, with garages facing alleys as opposed to streets, are permitted in all residential categories.
- Parking: Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking. Parking along residential streets shall be specifically prohibited ~~unless parking spaces are~~except for specifically designated parking spaces within widened street areas.
- Sufficient driveway area, either in the front or rear garage access, is required to provide for sufficient parking on each lot. Therefore, for front loaded lots the driveway shall be no less than 25 ft. from the garage to the nearest sidewalk edge, and for rear loaded lots, the driveway will be no less than 20 ft. from the garage to the nearest alley edge of pavement. Porches may extend beyond garages and shall require a 5 ft. setback from the nearest sidewalk edge. Driveways may be curved into the garage (side entry) and therefore front property setbacks for side entry garages will be no less than 10 feet so long as there is no less than 25 ft. from the garage door to the nearest sidewalk edge. However, in no event shall any building interfere with an existing utility easement.

- Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.

MAXIMUM ENTITLEMENTS: Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,~~664~~618 acres.

CONCEPTUAL MASTER PLAN: The City acknowledges that the location of proposed phases shown on the Conceptual Master Plan may shift to ensure sound, long range planning and development of the Property. Although Deering Park Innovation Center is designed and intended to be a mixed use project, with different uses near to or adjacent to each other, Deering Park Innovation Center and the City acknowledge that certain uses may be incompatible with residential neighborhoods and therefore, the Deering Park Center and the City shall be sensitive to placement of certain uses near or adjacent to residential neighborhoods without appropriate mitigation or buffering. The location of land uses, roadways and trails as provided in the Conceptual Master Plan may be altered as the Property is developed over time in accordance with the planning framework as shown on the Conceptual Master Plan, although the total acreages for Mixed-Use and Innovation Park development districts shall not be reduced. Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to issuance of the first certificate of occupancy for that phase.

~~a.~~ Owner will subdivide the Property in phases and in accordance with the requirements of the City's LDRs~~.~~ in effect at the time of development. As part of the subdivision process, Owner will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing on-site detention/retention facilities as required by St. Johns River Water Management District permitting requirements. ~~–~~Site development approval is contingent upon approval of the final plat of each phase of the Property. A site plan is required for ~~a build to rent~~any Residential Rental Village community within an approved parcel and said community is not permitted to subdivide to allow for sale of individual homes. ~~–~~Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways.

CONSTRUCTION CONSISTENCY WITH DEERING PARK INNOVATION CENTER PUD MDA: There are a substantial number of requirements for the Developer that are provided within the Deering Park Innovation Center PUD Master Development Agreement. Many of these standards and requirements, such as stormwater management design review and permitting and conservation easements, are required to be in place prior to any construction. It is important that staff is able to easily determine all such requirements and whether the Developer has met those requirements. The Owner ~~agrees to~~and Developer shall work with the staff to prepare a standard checklist of all such requirements to allow staff to review and confirm compliance for every new plat or site plan to ensure that any construction is consistent with the requirements of the Deering Park Innovation Center PUD. A copy of said checklist showing compliance with every requirement shall be part of the record for every plat or site plan review.

PHASING AND PRIORITY OF MIXED USE NON-RESIDENTIAL DEVELOPMENT: Development is expected to be completed in multiple phases as generally shown on the Conceptual Master Plan, and individual phases may be developed and constructed simultaneously and/or in any order~~.~~, subject to the restrictions below.

i. Residential Phasing: The City and Owner agree that the intent is to provide for a mixed-use community, rather than a residential community without job producing or other non-residential uses.
ii. Residential Unit Mix: Multi-family, townhouses, villas, and build-to-rent will be located near job-producing or other non-residential uses to support recruitment of non-residential development. Single-Family areas will be located further away from the non-residential development.
iii. Phasing of Residential and Non-Residential: The City and owner agree to the following additional limitations on the issuance of building permits for single-family residential development:
    1. No building permit for residential will be issued earlier than 3 years after the approval and recording of this Agreement.
    2. In addition to the 3-year period, the parties agree to further restrict the timeframe for residential development as follows:
        a. No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City. Completion of construction shall be defined as a construction of a building that has received a final certificate of occupancy.
        b. After a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development has been approved by the City, subdivision plats for residential may be submitted to the City pursuant to Table 1.

Table 1 (Residential Phasing Restrictions)

Phase	Start Date*	# of units	Total # of units
I	Start Date	600	600
II	Start Date + 2 years	600	1,200
III	Start Date + 4 years	400	1,600
IV	Start Date + 5 years	550	2,150

*The residential start date shall be the date that 500,000 square feet of non-residential has been constructed and site plans are approved for additional non-residential development within Deering Park Innovation Center at or above 500,000 square feet.

Accelerator Clause: The Table 1 schedule for residential phasing shall be accelerated by 1 year for every additional 1 million square feet of site plans approved for non-residential development, with a minimum of 500,000 square feet having been constructed for each million approved. For

example, if, after the initial construction and site plan approval has been provided to allow for a start date, and it is beyond the three-year time restriction, then if 2 million additional square feet of non-residential development site plans are approved, with 1 million of those square feet constructed, then the schedule for Phases II, III & IV would be accelerated by 2 years. Under no circumstance shall any residential building permit be issued earlier than 3 years after the approval and recording of this Agreement.

7. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A . The comprehensive plan designation for the site is Industrial Mixed Use. City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Owner shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Owner specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Owner will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. Each project within Deering Park Innovation Center shall require site plan reviews or subdivision plats that will be reviewed by the Planning and Zoning Board and City Commission to determine consistency with the New Smyrna Beach Comprehensive Plan, this PUD MDA and the New Smyrna Beach Land Development Regulations as provided herein.

8. SPECIFIC PERMITTED USES:

Deering Park Innovation Center intends to utilize a flexible approach including but not limited to, innovative land use techniques, creative urban design, environmental protections and the judicious use of sustainable development practices and principles. To meet the aforementioned goals, the following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein. Any use not listed is prohibited; however, City staff may permit a use after making an administrative similar use determination that proposed use is similar, appropriate, and consistent with the intent of the existing permitted uses. Appeals of staff determinations may be made to the Planning and Zoning Board, who shall have final decision-making authority.

A. Bona Fide Agricultural Uses: The parties specifically agree that the current use of the Property is bona fide commercial agriculture, including but not limited to timber and cattle, and that so long as Owner continues to use the Property for bona fide commercial agriculture, it shall be a permitted use under the terms of

this PUD. Bona fide commercial agricultural activities shall maintain a 200-foot separation from permitted non-agricultural uses. The term bona fide commercial agricultural activities shall not include periodic maintenance and permitted trimming, planting, and clearing. Once a specific section of the Property is converted to a different use, and a certificate of occupancy has been issued for said different use, then agricultural use would no longer be permitted on that specific section of the Property, but all other remaining sections would still be permitted as agricultural use. The Owner shall use best management practices in the use of such agricultural uses, including, if required by such practices and permitted by the State of Florida, controlled burns to maintain the safe operation of agricultural use.

B. Innovation Park

~~i.~~ The following uses are specifically permitted:

1. Aerospace manufacturing and research
2. Aerospace light distribution
3. Amphitheaters
~~3.~~4. Biomedical Manufacturing and research
~~4.~~5. Biomedical light distribution
6. Cellular Communication Towers
~~5.~~7. Childcare facilities, including within office and corporate headquarters buildings.
~~6.~~8. Coffee Shops
~~7.~~9. Corporate offices
~~8.~~10. Deli and food services, including within office and corporate headquarters buildings.
~~9.~~11. Food and beverage processing and distribution, except the slaughter of animals
~~10.~~12. Industry, light
~~11.~~13. Medical and dental laboratories
~~12.~~14. Medical and dental offices
~~13.~~15. Medical Manufacturing and research
~~14.~~16. Medical light distribution
~~15.~~17. Municipal and governmental buildings
~~16.~~18. Pharmaceutical Manufacturing and research
~~17.~~19. Professional offices
20. Schools
~~18.~~21. Technological Manufacturing and research
~~19.~~22. Technological light distribution
~~20.~~23. Transient lodging
~~21.~~24. Warehouse
~~22.~~25. Maximum of 20% of the area may be used for medium or high density residential.
~~23.~~26. A single destination icon sign as defined hereinafter is permitted as a use within Innovation Park in a location with Interstate 95 visibility.
~~24.~~27. Multi-tenant non-retail spaces for small businesses with warehouse and office needs.

~~ii.~~ Conditional Uses as defined in the City LDR and approved by City staff:

1. A maximum of 5% of the area may be used for Self-storage and/or Boat/RV storage facilities.
2. Specific review criteria for such a conditional use shall include the requirement that stored boats or RV's are not visible from any public road or adjoining properties and any other LDR requirement for such uses.

~~iii.~~ Although any use that is not specifically permitted shall be considered ~~excluded~~prohibited, the following uses are specifically excluded:

1. Asphalt Batch Plants
2. Fuel Farms
3. Concrete Production and Concrete Crushing Plants
4. Borrow Pits that provide off-site fill material. Borrow Pits that provide fill material for the subject property are specifically permitted.
5. Heavy Industrial uses similar to specifically excluded uses.
6. Recycling/Biomass electrical generation facilities
7. Any and all uses of the Property that do not comply with the standards for avoidance of air pollution (noxious fumes, smoke and particulate matter) and odors set forth in the Light Industrial District (I-1) zoning classification requirements of the City's Land Development Regulations.

C. Mixed-Use/Commercial Village:

~~i.~~ The following uses are specifically permitted:

1. Amphitheaters
~~1.~~2. Assisted living facility
~~2.~~3. Nursing home facility
~~3.~~4. Adult congregate living facility
~~4.~~5. Ambulance service
~~5.~~6. Animal clinics (outpatient care only and no overnight boarding ~~near~~within 300 feet of residential)
~~6.~~7. Bakeries
~~7.~~8. Banks
~~8.~~9. Bowling alley
~~9.~~10. Business and communications systems
~~10.~~11. Transit Facilities
~~11.~~12. Car rental and leasing
~~12.~~13. Carwashes
14. Cellular Communication Towers
~~13.~~15. Childcare facilities
~~14.~~16. Club, semi-public
~~15.~~17. Coffee Shops
~~16.~~18. College level and adult educational facilities

~~17.~~19. Convenience stores with gas pumps
~~18.~~20. Dry cleaners
~~19.~~21. Farmers markets
~~20.~~22. Financial services
~~21.~~23. Florists
~~22.~~24. Funeral homes
~~23.~~25. Furniture showrooms
~~24.~~26. Grocery stores
~~25.~~27. Hospitals
~~26.~~28. Home Accessory Showrooms
~~27.~~29. Microbrewery, micro winery and/or craft distillery
~~28.~~30. Museums
~~29.~~31. Multi-family dwelling units, along with vertically mixed live-work units with workspace on the first floor.
~~30.~~32. Municipal and governmental buildings
~~31.~~33. Offices, general, professional and real estate
~~32.~~34. Offices, medical, including, but not limited to, medical office buildings, health and wellness facilities, outpatient surgery, imaging and primary care facilities.
~~33.~~35. Pedestrian, Multimodal, Bicycle trails.
~~34.~~36. Personal services
~~35.~~37. Pet grooming (not in residential buildings or near residential areas that might be impacted by noise)
~~36.~~38. Pet shop (not in residential buildings or near residential areas that might be impacted by noise)
39. Places of Assembly (no homeless shelters or food pantries)
~~37.~~40. Restaurants, types "A," "B," "C," and "D"
~~38.~~41. Retail sales and services
~~39.~~42. RV, Boat and low speed electric vehicle sales
~~40.~~43. Service stations, types "A" and "B"
44. Schools
~~41.~~45. Sport facilities
~~42.~~46. Taverns
~~43.~~47. Textile Showrooms
~~44.~~48. Theaters
~~45.~~49. Transient lodging
~~46.~~50. Maximum of 30% of the area may be used for medium or high density residential
~~47.~~51. A single destination icon sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.
~~48.~~52. A single electronic sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.

D. Residential Rental Village

~~i.~~ The following uses are specifically permitted:

1. Single-family dwellings detached and attached [cottages, townhomes, duplexes]
2. Pedestrian, Multimodal, Bicycle trails.
3. Multifamily dwellings including townhomes and apartments
4. Accessory Amenities
5. Cellular Communication Towers
6. Schools

E. Residential

~~i.~~ The following uses are specifically permitted:

1. Single-family dwellings detached and attached [townhomes, duplexes]
2. Pedestrian, Multimodal, Bicycle trails.
3. Multifamily dwellings including townhomes and apartments.
4. Accessory Amenities
5. Places of Assembly (no homeless shelters or services, including food pantries)
6. Cellular Communication Towers
7. Schools

Commented [CA1]: Is this intentional?

Commented [MOU2R1]: Yes. Per discussion with you all last week.

Commented [CA3R1]: Not sure this is correct.

F. Regional Park/Sports Complex/Police

~~i.~~ The following uses are specifically permitted:

1. Public Recreation and Sports Complexes
2. Pedestrian, Multiuse, Bicycle and Hiking trails, including trails that connect to trails within the Edgewater Wetland Park and to the Florida SUNTrail system. ~~Public trails that are built without grant funds may be eligible for park impact fee credits.~~
3. Municipal and governmental buildings and ancillary parking
4. Community Center; provided such center is not used for incompatible uses such as food pantry, medical use, drug treatment ~~centers~~center, transient housing or homeless ~~shelters~~shelter/services.
5. Farmers Market
6. ~~Amphitheater~~
6. Amphitheaters
7. Cellular Communication Towers

G. Natural Vegetation Areas

~~i.~~ The following uses are specifically permitted:

1. Natural Vegetation
2. Pedestrian, Multiuse, Bicycle and Hiking trails

3. Utility corridors
4. Passive Recreation Use
~~4.~~

H. Schools

~~i.~~ Schools and related structures and uses are specifically permitted within Deering Park Innovation Center and school sites may be reserved for such use within the conceptual master plan.

9. PUBLIC INFRASTRUCTURE -UTILITIES, PEDESTRIAN AND MULTI-USE TRAILS

a. Utilities and utility easements. New public utilities including water, wastewater, reclaimed water, electrical transmission and distribution, will be installed underground and constructed to New Smyrna Beach Utilities ("NSBU") latest Rules, Design, and Construction Specifications standards. Prior to the approval of any initial phase within this development, a master utilities plan (water, reclaimed water and wastewater) and hydraulic calculations are required and must be submitted to and approved by NSBU for both the entire development as a whole as well as any individual stand-alone phases. The master utilities plan shall comply with NSBU Water Resources System Master Plan 2016 or latest edition. Utilities shall be interconnected with all adjacent developments. All wastewater shall be discharged to the future Southwest Regional Lift Station within the South Village development to the West. Deering Park Innovation Center will provide the NSBU approximately 8 acres of land adjacent to the proposed police sub-station, with the specific location and configuration to be mutually agreed upon, when access is provided to the area to allow the NSBU to provide for utility infrastructure, including an electrical substation and above ground water tank, large enough to provide for a maximum of 6 million square feet of non-residential use. Design and construction of the electrical sub-station and above ground water storage tank within the donated 8-acre site shall be without cost to the developer of Deering Park Innovation Center, however, the parties specifically recognize that all normal utility development fees and normal capital connection fees shall continue to be required by New Smyrna Beach Utilities. The parties recognize that Florida Power & Light constructed a transmission line through the Property. As a result, for some uses, especially residential use, additional buffers, or landscaping may be provided to assist in the compatibility with said transmission line. In addition, roadways will need to be planned in such a manner to avoid impact with the transmission line infrastructure. The use of reclaimed water reduces the need for fertilizer and Deering Park Innovation Center shall either directly, or through an HOA, provide educational material to homeowners regarding reclaimed water and encouraging a minimization of external fertilizer that could cause nutrient runoff.

b. Hardening utility lines as protection against storm. The utility designs shall plan for such storm events by hardening its infrastructure. All electrical service, internet service and key traffic signalization are required to be placed underground at a safe depth as required by the Utilities Commission to protect those lines from storm impacts.

~~c.~~ Access easements, roadways, and rights-of-way. Access easements, roadways, and rights-of-way may be public or private within Deering Park Innovation Center and shall be designed in compliance with the City LDR or as amended by this PUD. Proposed roadway sections for the project are attached hereto as Exhibit D. A multi-use path and trail network ~~may~~shall be provided throughout Deering Park Innovation Center in phases that will allow for connection to the regional trail network. The network of paved walkways or natural trails ~~may~~ will provide access to

community facilities, recreational facilities, job production areas and preserved conservation areas.

~~i.~~ Right-of-Way has been dedicated to Volusia County for ~~each segment of~~ Williamson Boulevard. Deering Park Innovation Center shall ~~work with Volusia County to~~ incorporate the stormwater from Williamson Boulevard into the comprehensive stormwater system.

~~ii.~~**c.** Any private roads shall be maintained as a common area.

d. Sidewalks. For each individual phase, Owner shall install sidewalks in conformance with the LDR in all common areas except the trail network, as identified below, may substitute for sidewalks subject to the approval of the City's Technical Review Committee. Individual builders shall install sidewalks in conformance with the LDR in other required locations. Sidewalks shall have a minimum width of five-feet (5') within neighborhoods and six-feet (6') along arterial and collector roadways. A twelve-feet (12') wide multi-use path shall be provided along at least one side of Williamson Boulevard in lieu of one of the six-feet sidewalks. Such Multi-Use Paths may potentially allow for bicycles, pedestrians, and low speed or personal electric vehicles with appropriate speed restrictions to allow for shared use. The sidewalks or multi-use paths must be approved by the City prior to issuance of Certificates of Occupancy for each home or non-residential building. ~~The~~In the event a sidewalk is not completed, or sections are not completed in order to allow construction on a lot without damaging the sidewalk, the Owner shall provide a bond or surety in a form acceptable to the City in an amount as provided in the fee resolution for the costs to complete the construction of the sidewalk for each phase, as amended from time to time, for three (3) years ~~prior to~~after final plat approval. Or, upon review and approval and at the City's sole discretion, the City may allow the Owner to extend the sidewalk bond for an additional two (2) year term. If sidewalks within an approved subdivision or neighborhood are not completed within three (3) years, unless such time is extended by the City, the Owner or its successor(s) will install the remaining sidewalks, or City may utilize bond to provide same.

e. Trees along pedestrian areas: A shade tree plan shall be provided with each phase to provide for the planting of shade trees along pedestrian areas to enable shade areas on the pedestrian walkways. Shade trees at planting shall be a minimum of fourteen feet in height and have a minimum caliper of three inches when measured six inches above ground level. Tree planting areas shall provide for a minimum distance of 8 feet from a sidewalk or roadway and may be 10-12 feet distance.

f. Low Speed Vehicles. All motor vehicles, including low speed vehicles as defined by Florida Statutes, shall be properly registered and ~~comply~~operated in compliance with Florida Statutes, as amended. Low speed vehicles, electric bicycles, electric scooters, and "one-wheels" shall be prohibited on sidewalks but may be permitted on specific multi-modal pathways such as the ~~requirements~~potential multi-modal pathway adjacent to Williamson Boulevard. Unlicensed minors shall not be permitted to operate said low speed vehicles. Low speed vehicles shall be permitted on streets within Deering Park Innovation Center but shall not be permitted on Williamson Boulevard, other than at designated crossings, and on designated multi-use paths within the community that are at least twelve feet (12') wide. All low speed vehicles operating upon properly designated streets shall meet the minimum equipment standards established by Florida Statutes, as may be amended from time to time.

~~11~~10. POLICY AND FIRE PROTECTION:

a. Owner has agreed to dedicate a site of sufficient size to accommodate a police substation. Said site shall be a minimum of 10 contiguous and developable acres. Owner shall be responsible for providing road and utility infrastructure to said site.

b. Prior to any vertical construction within Deering Park Innovation Center, the applicant will work with the City to complete a fire department service concurrency evaluation, which may require an independent third-party evaluation of said evaluation at the expense of the applicant.

~~12.~~11. WATER AND ENERGY CONSERVATION – SUSTAINABILITY

a. All construction within Deering Park Innovation Center shall adhere to ~~higher~~enhanced standards as set forth below to accomplish water and energy efficiency and conservation.

b. Deering Park Innovation Center shall utilize the Sustainable Floridians Certification and Monitoring Program (SF CAMP), developed by the University of Florida, as may be amended from time to time.

c. SF CAMP is a comprehensive, incentive~~-~~based certification program for new developments that minimize water and energy demand and protect natural resources.

d. Deering Park Innovation Center shall work with SF CAMP to establish specific elements of sustainability for the following specific elements:
   i. Energy Conservation
   ii. Water Conservation
   iii. Environmental Preservation
   iv. Mixture of Housing Types and Price Points
   v. Efficient Infrastructure
   vi. Transportation Efficiency
   vii. Water Quality Preservation

e. All landscape plant materials shall be either Florida native species or Florida Friendly plant material to reduce or eliminate the need for irrigation and replanting.

f. All residences will meet the Energy Star program standards provided by the United States Environmental Protection Agency and the United States Department of Energy.

g. Planning for colors for buildings shall include the consideration of the use of higher light reflective values for paint and roofing materials.

h. The plan shall ~~encourage~~ require the planting of shade trees along pedestrian paths as protection from the sun as set forth in Section 9.e.

i. The plan for the entirety of Deering Park Innovation Center shall result in a minimum of 50% open space.

j. The stormwater management system shall be designed to also provide habitat by providing for the planting of a minimum of 50% of the slopes in appropriate native vegetation and the creation of vegetated littoral shelves within no less than 25% of the shoreline of the stormwater management system lakes.

k. The stormwater management system lakes shall encourage the potential for dual use of the lakes by allowing the stormwater management system lakes to also be used as amenities and to accommodate stormwater runoff from roads within the development.

~~13.~~12. ENVIRONMENTAL STANDARDS AND OPEN SPACE.

a. Deering Park Innovation Center shall provide for Natural Vegetation areas that shall provide connection to the wildlife corridor and conservation easements south of Deering Park Innovation Center to expand ~~a huge~~the existing habitat corridor and continuous wildlife corridor.

b. The Natural Vegetation areas shall be placed in ~~a conservation easement~~multi-layered conservation easements, to include at least one ~~non-partisan~~ independent, non-governmental conservation group, to preserve said Natural Vegetation areas and shall total no less than 400 acres.

c. Planning for Deering Park Innovation Center shall include connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center.

d. Parcel boundaries, development areas and Natural Vegetation Areas which provide for passive recreation and placed within conservation easements, will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting, and therefore the locations as shown on the Conceptual Master Plan are subject to change which shall not require an amendment to this MDA.

e. The overall PUD area shall include 50% open space. Individual phases may have less than 50% open space provided the entire PUD area provides for 50% open space. ~~\~~

f. All landscape plant materials shall be either Florida native species or Florida Friendly plant material.

g. Development of the Property shall comply with the LDR tree preservation requirements. However, the parties specifically recognize that all or part of the Property is permitted to remain in agricultural use, including silvicultural use for timber production. The removal of agricultural timber is governed by State of Florida Best Management Practices, and therefore, the LDR tree preservation requirements to do not apply to trees removed pursuant to bona fide commercial agricultural practice prior to development of any section of the Property.

h. Upon development of any section of the Property consistent with site plan review approval and the zoning provisions provided herein, Owner shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

i. Burning shall not be used to clear land and there shall be no burning of cleared materials on site.

j. Deering Park Innovation Center shall be required to address all St. Johns River Water Management District comments as part of the permitting requirements.

~~14.~~13. ATTAINABLE HOUSING.

a. The parties recognize the importance of providing a wide range of housing options at various price points. The existence of attainable housing to a wide range of households is key to recruiting businesses and economic growth. The businesses that Deering Park Innovation Center intends to attract will need a diversity of workers to thrive and grow; and those workers in turn need a range of attainable housing options. Deering Park Innovation Center provides attainable housing options with 600

apartments and 250 ~~build-to-rent~~Residential Rental Village units which represent nearly 40% of the total residential units within Deering Park Innovation Center.

b. Additionally, accessory dwelling units (~~ADU's~~ADUs) are permitted as part of single-family residential areas, which provides additional opportunities for attainable housing. Said ADU's shall not exceed 800 square feet.
c. These attainable housing options ~~will help recruit and retain~~are intended to assist with recruitment and retainage of businesses within Deering Park Innovation Center and support economic development efforts.

~~15.~~14. INNOVATIVE DESIGN

a. The property infrastructure shall be designed to provide sufficient wiring infrastructure to permit cameras at intersections for public safety purposes.
b. The property infrastructure shall be designed to provide appropriate areas for cell towers to ensure appropriate cell phone coverage for the community, with procedures in place to provide for full disclosure of potential cell tower sites to prospective residential home purchasers prior to closing.

~~16.~~15. ECONOMIC DEVELOPMENT:

~~a.~~The Owner will work together with the City to recruit investment in the appropriate areas by job producers~~,~~ and will work with the City and County Economic Development Departments to recruit and facilitate such uses. The City and the Owner will specifically work together to develop shovel-ready industrial and/or office sites, which includes the permitting and development of stormwater and transportation infrastructure, and the pursuit of grants and economic development funding. ~~The City shall use all available resources to attract and recruit users for Deering Park Innovation Center, including a collaborate effort to create an economic development strategic plan for non-residential uses for the Deering Park Innovation Center.~~

~~17.~~16. ARCHITECTURAL AND DESIGN STANDARDS

a. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.
b. The intent of the residential portion of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a "cookie cutter" subdivision with identical homes in a row and to provide for diverse housing options throughout the community.
c. Buildings shall strive to utilize a Florida Vernacular or other historical Florida style of architecture such as Florida Coastal or Farmhouse. Industrial buildings or buildings within Innovation Park shall be exempt from this standard.
d. All of the following requirements shall be met within the Property:
    i. All structures shall complement one another and shall convey a sense of quality and permanence.
    ii. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.
    iii. Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

iv. False or real windows shall be provided on all elevations visible from public roadways, but not including alleys, in sufficient size and number to complement the proportions of the building.

e. No more than 10% of the individual approved lot may be permitted for outside display or storage within the Innovation Park Development District, nor shall such outside display or storage be visible from the public right-of-way or adjoining properties. Outside storage shall not be permitted in any other development district.

f. No vending machines or magazine holders or kiosks shall be permitted on outside walkways or other outdoor pedestrian areas that are visible from the public street.

g. The physical appearance of all parking lot lighting fixtures shall be consistent.

h. Deering Park Innovation Center may provide additional architectural, or landscaping standards or covenants provided same are not inconsistent with the LDR or this agreement.

i. Proposed architectural design demonstrating consistency with this Section shall be submitted and reviewed as part of the site plan and subdivision process, and design guidelines for each development district shall be provided as part of the initial site plan or subdivision platting submittal for each development district. Such design guidelines for each district shall be processed and approved as a minor modification to this Agreement.

j. Deering Park Innovation Center provides various natural vegetation areas and multi-use trials throughout the project that will be considered amenities for the project. Additional residential amenities will be provided for individual projects as part of site plan and/or subdivision review with the City.

~~18.~~17. SCHOOL CAPACITY

a. Deering Park Innovation Center at New Smyrna Beach will be developed in phases. The residential component of Deering Park Innovation Center at New Smyrna Beach, which potentially encompasses several phases, will require a concurrency evaluation for school capacity and for the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the Volusia County School Board to enter into a capacity enhancement agreement to provide for the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to dedicate a school site of at least thirty (30) usable acres to the Volusia County School Board based upon negotiations for use of the parcel for school capacity construction within a timely manner with a provision for re-acquisition (upon surrendering of impact fee credits granted in exchange for the dedication) if the property is not used for such school construction. Or, if the school site dedication is not desirable to the Volusia County School Board, in its absolute discretion, may require the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to otherwise provide for sufficient student capacity. Capacity and concurrency issues will be re-evaluated simultaneously with any subdivision plat or site plan review.

b. The density permitted on the property that is the subject of Deering Park Innovation Center at New Smyrna Beach prior to amendment was for 140 single family dwelling units. The comprehensive plan amendment does, and the Deering Park Innovation Center PUD (or any other development permitted within the Deering Park Innovation Center at New Smyrna Beach) shall, limit the number of

dwelling units at Deering Park Innovation Center to no more than 2150 dwelling units. However, the City of New Smyrna Beach may not issue any preliminary site plan approval or approve or enter into any plats for the residential component of Deering Park Innovation Center at New Smyrna Beach, or permit or allow the construction of any dwelling units within the said residential component, until such time as the aforesaid capacity enhancement agreement is entered into between the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the School District and a Finding of Adequacy is issued and provided to the City of New Smyrna Beach by the School Board.

c. In the event of an application to increase the number of dwelling units above 2150 dwelling units or if the number of dwelling units approved for the Deering Park Innovation Center at New Smyrna Beach exceeds 2150 dwelling units, then the excess units (over 2150 dwelling units) shall be subject to school concurrency review.
d. Public ~~schools~~and Private Schools are consistent uses and are permitted in the Deering Park Innovation Center at New Smyrna Beach.

~~19.~~18. **MAINTAIN LOCAL CONTROL:** It is important that the City maintain control over this project based on the terms contained within this Master Development Agreement. Prior to the start of any construction, the landowner also agrees to provide and record a restrictive covenant over the entirety of the subject parcel to conform to the PUD restrictions providing the maximum number of residential units permitted within Deering Park Innovation Center, as a whole, and the maximum number of any residential units permitted within the Innovation Park business park area and the Mixed-Use areas.

~~20.~~19. **SIGNAGE**

a. The PUD shall have a uniform sign program, as follows:
    i. State Road 44 Entrance: The major signage near Deering Park Innovation Center's entrance at State Road 44 shall have special signage to reveal the commercial, office, hotel or other usage within the mixed-use area with immediate access to SR 44. Said signage specifically may include an electronic sign that can provide the ability for the City to provide public announcements. The electronic sign shall be subject to DOT review and approval if required.
    ii. Residential: All signage for residential uses shall be developed in accordance with the City's LDR requirements.
    iii. Commercial, Industrial, and Institutional: All signage for commercial, industrial and institutional uses shall be developed in accordance with City's LDR requirements, with building mounted and illuminated signage permitted along Interstate 95 frontage. Buildings fronting on Interstate 95 may also provide decorative and attractive illumination of the buildings fronting the interstate.
b. The PUD has also provided as specific permitted uses, the following described structures:
    i. Destination Sign: A maximum building pad of 50' x 50' for a monument icon tower with a maximum height of 50' feet shall be permitted along Interstate-95. The Destination Sign ~~may~~shall be landscaped and may be illuminated,

and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line.

ii. ~~Entry Monument~~Icon Sign: An entrance ~~icon similar in design~~monument sign shall be permitted at the entrance to Deering Park Innovation Center from SR 44. Said SR 44 Icon destination signage shall be limited to 25' in height. The ~~Entry Monument~~Icon Sign ~~may~~shall be landscaped and may be illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line. Such Icon Sign must be constructed in a theme consistent with the Destination Sign.

~~21.~~20. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE

a. "Common areas" and "common facilities" are defined as all lands and facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.

b. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier:

i. Owner will form and incorporate a non-profit Property Owners' Association ("POA"). The final plat shall include such language as the City may deem necessary to reflect the POA's responsibilities. The POA shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, and landscaping. The POA shall have authority to establish and assess dues and fees upon its members to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments; however, property dedicated to and/or owned by the City shall not be subject to assessment. All persons purchasing property within the project shall be members of the POA. Owner may from time to time add additional covenants and restrictions or make changes in POA's by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

ii. Owner shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Owner's provision of adequate assurances that the work will be done. For example, the City may require Owner to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

iii. Natural Vegetation Areas provided for passive recreation and preservation will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting. Once determined, said Natural Vegetation area shall be a separate platted lot or parcel.

c. The parties anticipate the potential need for a Community Development District or the expansion of the Deering Park Stewardship District to facilitate the design and construction of the infrastructure required for Deering Park Innovation Center including, but not limited to, roads, utilities, and common stormwater systems. This will either require a separate application and approval by the City Commission or by

the Legislature and Governor of the State of Florida, depending on the size of the taxing district. The parties specifically recognize the potential need for such district and anticipate the request for same to facilitate job production and infrastructure that would allow for the use of Deering Park Innovation Center. At the Owner's option, all of the project and/or owner requirements under this agreement are hereby expressly authorized to be assigned to and/or undertaken by a Community Development District, if one is approved by the City as provided herein, without further action of the parties hereto and pursuant to Section 190.012(1)(g), Florida Statutes, or the Deering Park Stewardship District if expanded.

d. Common areas shall be identified and established as part of the site plan or subdivision platting process.

~~22.~~21. EFFECTIVE DATE; COMPLETION SCHEDULE.

a. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

b. The parties recognize that this is a large-scale, long-term plan for mixed-use development of Deering Park Innovation Center. The parties recognize that there is a mutual desire for quality development and job production and that this use is market driven. Therefore, there is no timeframes required for submittal of applications for all construction permits for the development, or for the first phase of a phased development or completion of construction, other than requirements within the land development code.

c. This PUD is binding on Owner and Developer, and on Owner's and Developer's successors in interest and assigns.

d. ~~This Agreement is~~The development rights pursuant to this agreement are valid for a period of 30 years from the date of execution by both parties, unless extended, in writing, by both parties. In the event no construction has occurred within Deering Park Innovation Center within this timeframe, the development rights within this PUD shall expire. However, construction of any part of Deering Park Innovation Center, including the construction of the first segment of Williamson Boulevard from State Road 44 to ~~a new~~the first major intersection within Deering Park Innovation Center providing access into the Innovation Park, Residential Rental Village or adjacent South Village Parcel, as shown on the Conceptual Master Plan, shall vest this Agreement. Upon said construction the terms of this MDA shall be considered in full force and effect.

~~23.~~22. MINOR MODIFICATIONS.

a. The following may be administratively authorized as minor modifications to this Agreement:

   i. Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the PUD approval process;

   ii. Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

1. Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
2. Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
3. Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
4. Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the utility and stormwater management systems;
5. Increases of five percent or less in the total number of parking spaces.

iii. Modifications of up to 5% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

1. Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
2. Modifications that increase building height more than 3% or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
3. Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 10% of the original requirement for the area in question; and
4. Modifications that would unduly impact public utilities.

This Paragraph is not intended to modify permitted Conceptual Master Plan adjustments to the size and location of the Development Districts outlined in this Agreement.

iv. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

v. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

vi. Approved modifications shall be noted on the official plan documents.

~~24.~~23. AMENDMENTS.

a. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

b. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners,

fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:

i. The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.
ii. If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.
iii. For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

~~25.~~24. VARIANCES

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

~~26.~~25. COMPLETE AGREEMENT

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the property owner.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

SIGNATURES ON NEXT PAGE

Signed, sealed and delivered **CITY OF NEW SMYRNA BEACH,**

in the presence of:

a Florida Municipal Corporation

_____
Witness 1

By: _____
Fred E. Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 20___, by **FRED E. CLEVELAND and SHARON TAYLOR-HARDING, Mayor and City Clerk**, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

_____
Notary Public

APPROVED AS TO FORM AND CORRECTNESS
As Attested to

By: _____ _____Dated: _____
City Attorney, Carrie ~~Avalone~~Avallone

Signed, sealed and delivered
in the presence of:

FARMTON NORTH, LLC,
a ~~Florida~~Delaware limited liability company

_____
Witness 1

By: _____

Print Name: _____

_____
Print Name of Witness 1

As: _____

_____
Witness 2

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of FARMTON NORTH, LLC, a ~~Florida~~Delaware limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
Notary Public

Signed, sealed and delivered in the presence of:

DEERING PARK DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Print Name: _____
As: _____

_____
Witness 2

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of DEERING PARK DEVELOPMENT COMPANY, LLC, a Florida limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
_____
Notary Public

ORDINANCE NO. 51-24

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 1,618± ACRES OF PROPERTY LOCATED SOUTH OF STATE ROAD 44 AND WEST OF I-95, FROM A-1 PRIME AGRICULTURE, FORESTRY RESOURCE (FR), AND CONSERVATION (C) TO PLANNED UNIT DEVELOPMENT (PUD); APPROVING THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David Fuechtman, P.O. Box 70, Edgewater, FL 32121, applicant on behalf of property owner, Farmton North LLC, P.O. Box 70, Edgewater, FL 32121, has requested the rezoning of 1,618± acres of property located south of State Road 44 and west of I-95, from A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C) to Planned Unit Development (PUD); and

WHEREAS, this is an ordinance initiated by an applicant other than the City of New Smyrna Beach that changes the actual zoning map designation of a parcel of land; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on June 3, 2024 by a vote of 6-1, recommended that the City Commission approve the requested rezoning and Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 1,618± acres of property located south of State Road 44 and west of I-95, in the City of New Smyrna Beach, Florida, said properties more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

shall be and the same is hereby rezoned from A-1 Prime Agriculture, Forestry Resource (FR), and Conservation (C) to Planned Unit Development (PUD.

SECTION 2: ***Approval of Master Development Plan.*** That the Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement more particularly described as:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

is hereby approved.

SECTION 3: ***Authorization.*** That the Mayor is hereby authorized to execute on behalf of the City of New Smyrna Beach the Deering Park Innovation Center at New Smyrna Beach Planned Unit Development Master Development Agreement

SECTION 4: ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on May 13, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 4/16/2025

EXHIBIT "A"

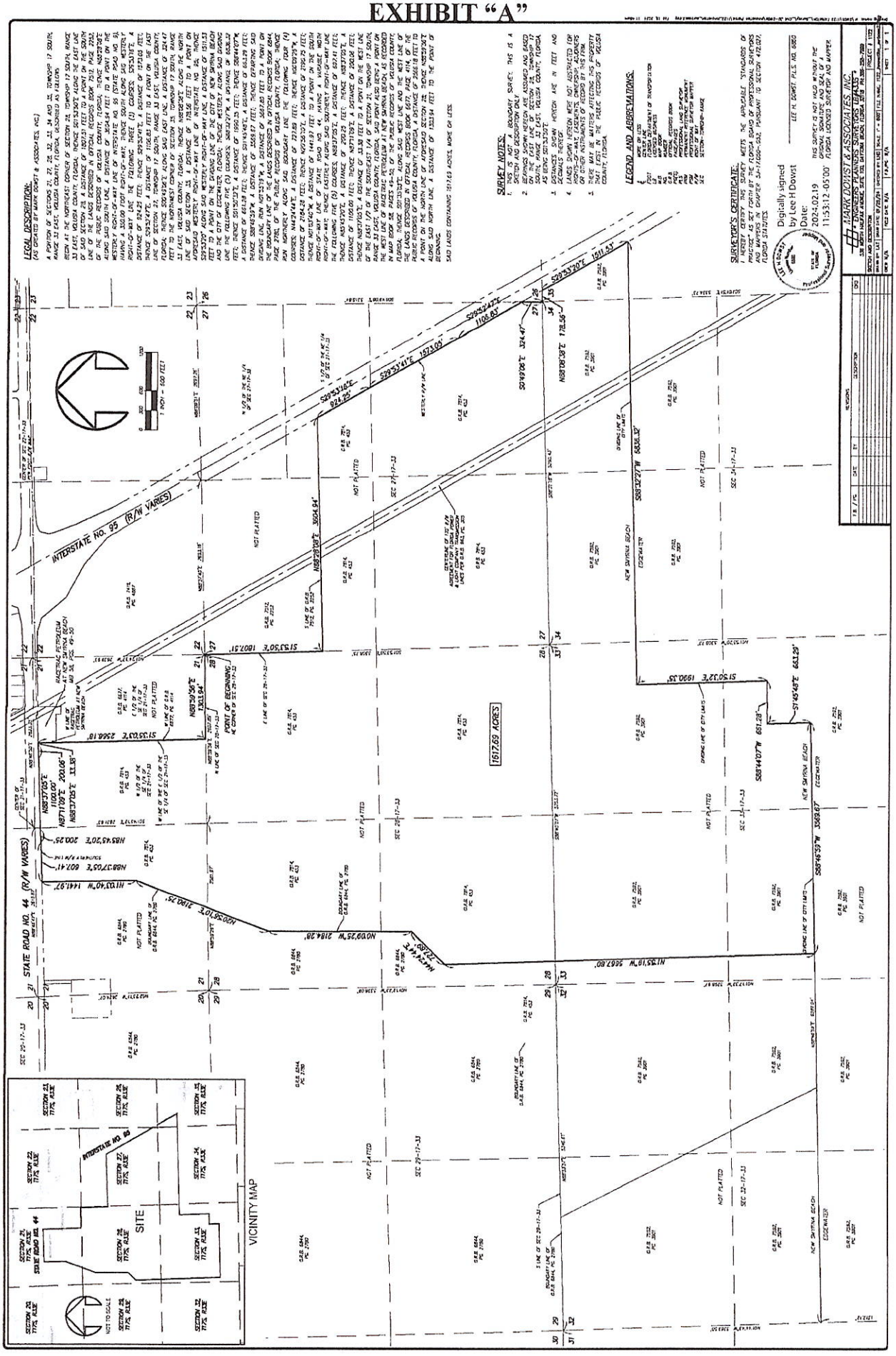

INTERSTATE NO. 95 (R/W VARIES)
STATE ROAD NO. 44 (R/W VARIES)
1617.69 ACRES
VICINITY MAP
SITE
SURVEY NOTES:
SURVEYOR'S CERTIFICATE:
LEGEND AND ABBREVIATIONS:
MARK DOWST & ASSOCIATES, INC.
Digitally signed by Lee H Dowst
Date: 2023.02.19 11:53:12 -05'00'

Exhibit "A"

Site Information

Parcel Numbers:

7321-00-00-0010; 7328-00-00-0010; 7327-00-00-0024; 7333-00-00-0010; 7334-00-00-0010; 7335-00-00-0100

Size: 1,618± acres

Location: South of State Road 44, west of I-5

FINAL

Exhibit "B"

DEERING PARK INNOVATION CENTER AT NEW SMYRNA BEACH
PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), Farmton North, LLC ("Owner"), a Delaware limited liability company, and Deering Park Development Company, LLC, a Florida Limited Liability Company ("Developer") hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

INTRODUCTION:
The parties intend to plan the subject property in a sustainable manner that will provide for new job production areas in a live, work, and play manner. The project will be consistent with the comprehensive plan requirements for design of the South Village area, stressing new urbanism principles to give structure to the new development that is reflective of the assets of the older portions of the City. Additionally, the project will be planned to compliment and connect, as appropriate, to the adjacent South Village PUD immediately to the west (Sustainable Communities FLUM) and the Ocean Gate PUD immediately to the east (Southeast Volusia Activity Center FLUM).

The Deering Park Innovation Center at New Smyrna Beach ("Deering Park Innovation Center" or "Innovation Center") will provide for large areas with Interstate 95 visual access for corporate headquarters and other job producers. In addition, Deering Park Innovation Center will provide for vegetated buffers and an extensively landscaped entrance into the community along SR 44, a regional bicycle trail segment, and with provisions for additional job creation within a mixed-use retail goods and services, hotel, and medical services area near SR 44.

No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City.

Deering Park Innovation Center will also provide an area for a regional sport complex and a police facilities site for the benefit of businesses and residents in the western portion of New Smyrna Beach.

Residential areas will be encouraged to develop in a manner to reduce the need for automobile transportation by providing higher densities near job creation areas and lower densities near natural vegetation areas or conservation areas and by planning for connections to encourage pedestrian, bicycle and low speed electric vehicle use, as well as internal vehicular trips, within the community.

Deering Park Innovation Center will be designed with a comprehensive stormwater management system connected to thousands of acres of conservation lands south of the project to provide a location to help plan for unprecedented storm events to redirect stormwater away from existing residential areas. No construction is permitted until the comprehensive stormwater management plan is developed and approved by the landowner, the City and St. Johns River Water Management District.

Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

Natural vegetation areas shall be planned throughout the community to provide for maintenance of environmental assets and for passive recreation.

The parties have worked closely to draft language and provide for a regional, long-term plan for this area that benefits the City, the Public and provides a reasonable use for the landowner's property. Therefore, the parties agree that any amendment that changes this agreement by reducing the required standards will require a super majority vote of the New Smyrna Beach Commission with a minimum of four votes.

1. PROPERTY DESCRIPTION AND OWNERSHIP

a. The property subject to this Master Development Agreement ("Agreement") consists of approximately 1,618 acres of real property ("Property") and is described in Exhibit A.
b. The Owner holds sole title to the Property.

2. EXHIBITS AND DEFINITIONS:

The Exhibits listed below are incorporated by reference, and copies or reduced size copies are attached hereto. Copies of the Exhibits in 11x17 format shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and sketch.
Exhibit B: Conceptual Master Plan, dated February 28, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit C: Conceptual Residential Gradation Plan, dated February 16, 2024, prepared by Marquis, Latimer + Halback, Inc. showing density graduation in designated residential areas.
Exhibit D: Project Roadway Sections, dated April 16, 2024, prepared by Marquis, Latimer + Halback, Inc.
Exhibit E: Illustrative Design Guidelines
Exhibit F: Illustrative Examples of Community Features
Exhibit G: Map of Venetian Bay Community and the Utilities Commission Property

* Color copies of all exhibits on file with City.

The following terms are specifically defined as to their use within the provisions of the Deering Park Innovation Center PUD Master Development Agreement (MDA):

1. Cottage: Single-family, single-story home within a rental area. The home shall be less than 1,300 sq. ft.
2. Common Open Space: An area of land reserved primarily for the leisure or recreational use of the owners of a residential subdivision. Community pools, community centers, golf courses, parks, tot lots, mews, dog parks and other outdoor spaces intended for use by the residents of the residential subdivision shall be considered common open space. A minimum of thirty-five percent of the required Open Space shall be designated as common open space for any residential subdivision within

Deering Park Innovation Center PUD. Common open space shall meet the following standards:

(a) it shall be accessible to and usable by all residents of the residential subdivision, in which the Common Open Space is located; and

(b) its location, shape, size, character and use shall be illustrated on the Subdivision Plat for each residential subdivision; and

(c) maintenance guarantees shall be approved by the City Commission as part of the Subdivision Plat for each residential subdivision.

3. Mew: A shared outdoor open space or garden and surrounded by sidewalks and buildings but not streets. Street parking shall be provided near any mews.
4. Open Space: That portion of net land area not used for street right-of-way; off-street automobile parking and driveways; off-street loading; and maximum building lot coverage. Bicycle, walking and jogging paths, and other recreational facilities, plazas, undevelopable lot areas, including wetlands, and stormwater management areas outside of rights-of-way shall be considered open space. The plan for the entirety of Deering Park Innovation Center shall result in a minimum of 50% open space
5. Vegetated Buffer: If the land is already extensively vegetated, then the buffer will be comprised of existing natural vegetation with access as needed for maintenance, trails, and road crossings. If the buffer is required as a landscape buffer, Florida Native and Florida Friendly plant materials will be used in the creation of the buffer. The vegetation that is within the natural vegetation areas will remain, unless there are invasive species that are in conflict with the conservation management plan. All new plant material will be either Florida Native or Florida Friendly vegetation.
6. Venetian Bay Community: The area within the community known as Venetian Bay, as specifically provided on Exhibit 'G'.
7. Villa: Residential units composed of two units with one shared wall.
8. Zero-lot-line: Zero-lot-line property allows a building to be built to the very edge of the property line on at least one side.

3. DEVELOPMENT PLAN

a. City, Owner and Developer have designated the Property as "Deering Park Innovation Center at New Smyrna Beach" ("Deering Park Innovation Center").

b. The Property will be developed as a Mixed-Use Planned Unit Development ("PUD") pursuant to the City's Land Development Regulations ("LDRs"). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance in effect at the time the question, issue, or dispute arises shall control.

c. Development of the Property shall be consistent with Exhibit B - Conceptual Master Plan. The parties intend that Exhibit B is conceptual in nature which means it is an illustrative plan that demonstrates the vision for the Deering Park Innovation Center. The Conceptual Master Plan includes the planning framework for development throughout Deering Park

Innovation Center, subject to adjustment through the subdivision and site planning process for each phase. The Conceptual Master Plan is based on the development principles required by the City in its comprehensive plan and LDRs, including the PUD zoning for Deering Park Innovation Center. For every phase or project, a Site Plan, or Subdivision Plat must be reviewed by the Planning and Zoning Board and approved by City Commission, prior to commencement of construction. The applicant has provided illustrative design guidelines attached as Exhibit E and illustrative pictures of examples of community features attached as Exhibit F that shall be part of this review, as well as the location of streets, lots, preserve areas, and ponds, along with details relating to stormwater, landscaping, streetscapes, parks, sidewalks, and other items. The standard for review will be consistency with this PUD Master Development Agreement and the City Land Development Regulations. Residential development shall also be consistent with Exhibit C – Conceptual Residential Gradation Plan, as to basic areas of density. The Conceptual Residential Gradation Plan is illustrative in nature. The residential development shall be based on the overall concept of higher densities closer to job producing areas and lower densities further from such job producing areas. Actual locations shall be market driven and various types of residential development shall be permitted, provided that total residential development does not exceed the total residential units provided in this Agreement.

d. The parties anticipate the residential development to consist of approximately 25-40% multifamily residential and 60-75% single-family. The 2,150 total units are currently envisioned for 925 SF Detached, 250 SF Residential Rental, 375 SF Townhomes and 600 MF Apartments.
e. A maximum of 600 hotel rooms shall be permitted for the project. There shall be a maximum of 150 hotel rooms within the Innovation Park Development District, leaving up to 450 hotel rooms available for development in the other development districts as permitted herein.
f. The Property will be developed with a vegetated buffer along SR 44, a minimum of ~~50~~75' in depth, that provides a visual buffer along SR 44. The main entrance to the Deering Park Innovation Center shall be representative of Deering Park and New Smyrna Beach, in that it shall include mature and park-like landscaping. The intent is to reflect the Deering Park theme of "Living in a Park." The buffer may include an area for electronic signage for the City to provide messages to residents and visitors, in an appropriate location as agreed between the parties as to size, scale and design, and a regional bicycle trail segment.
g. Residential neighborhoods shall include 35% of the required Open Space to be provided as Common Open Space. The location of said Common Open Space will be determined during the Subdivision Plat process.
h. Amenities available to the general public shall include the land provided to the City for the City sports complex and regional park. Amenities for residents will be appropriate to the neighborhood size and will be determined in each residential subdivision, or residential site plan, and may include, but are not limited to, trailheads, tot lots, pocket parks, dog parks, pools, community centers, pickleball courts or tennis courts. However, there must be a mix of amenities in the overall development, including at least one of each of the previously named amenities. Each neighborhood or residential area must include at least one amenity that is appropriate for the neighborhood or residential subdivision or residential site plan. For neighborhoods of 200 residential units or larger, amenities shall include one of the following larger amenities: a pool, a community center, a pickleball court or a tennis court or some combination of amenities approved by Planning staff to

provide appropriate amenities for the neighborhood. Amenities that are planned for each neighborhood or residential areas as part of the approved subdivision or site plan shall be constructed and open prior to the certificate of occupancies issued for 50% of the homes in the neighborhood or residential area.

4. STORMWATER MANAGEMENT SYSTEM PLAN

An integrated and comprehensive stormwater master plan including lakes, ponds, conveyances, drainage and retention facilities will be designed, permitted, constructed, and maintained in accordance with the standards of and permits to be issued by the St. Johns River Water Management District. Stormwater retention and drainage systems shall be designed and permitted as each project phase is designed and approved as part of a master stormwater system as described herein. Each phase of said stormwater system shall provide a minimum of ten (10%) per cent more capacity than necessary for that phase until the master system is complete, however stormwater runoff from the overall site will be less than or equal to stormwater runoff from the undeveloped site. Collection and transmission facilities shall be located pursuant to the approved site plans and/or plats.

Prior to any development of the site:

a. Deering Park Innovation Center shall complete at its expense a Stormwater Management and Runoff study to determine the existing runoff based on current conditions and runoff impacts that take into account revised climate and storm occurrence data in order to design an integrated stormwater master plan that directs stormwater into the south conservation easement areas and does not allow any runoff from the site into the Venetian Bay Community and the Utilities Commission Property, as identified in Exhibit G.

b. Deering Park Innovation Center shall be designed as a unified project for the purpose of stormwater management. Although individual projects and phases will be developed throughout Deering Park Innovation Center, overall stormwater management will be designed in a manner to ensure that stormwater runoff to adjacent parcels resulting from development within Deering Park Innovation Center shall be equal to or less than stormwater runoff immediately prior to development based on the prevailing stormwater event/rainfall movement at the time of development, to consider sea level rise projections set forth in the NOAA Intermediate, as amended.

c. Stormwater design and construction shall prevent negative stormwater or flooding impacts to offsite properties from the site and shall be designed to have no impact on existing development or neighborhoods. Additionally, the stormwater management system shall be designed to ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

d. Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100-year flood elevation is provided at a rate of 150% of actual floodplain impacts.

e. The Property may be developed with the use of master shared stormwater systems to minimize timeframes for development and encourage investment by job creators and

to provide a system capable of preventing stormwater impacts during peak storm events.

f. Deering Park Innovation Center has the ability to legally access and assist in the restoration of thousands of acres of conservation lands located south of Deering Park Innovation Center. It is the intent of Deering Park Innovation Center to design and permit a stormwater management system that re-directs stormwater runoff from the Deering Park Innovation Center stormwater management system from the west to the south, as means to increase stormwater capacity and to help restore the ecosystem within these conservation areas. However, no stormwater runoff from the Deering Park Innovation Center is permitted to flow into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

g. Excluding the construction of Williamson Boulevard and the Deering Park SUNTrail bicycle trail segment, which may provide a separate stormwater system, a condition of development within Deering Park Innovation Center shall be that the Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System obtain an easement for the re-direction of stormwater through and to the conservation easement areas south of the project within Deering Park North and, potentially, the Farmton Local Plan tracts. Prior to permitting, the Owner or Developer shall be required to provide proof of said easement to the City. The parties will encourage the County to consider the potential for incorporation of Williamson Boulevard stormwater within the comprehensive stormwater management system.

h. The design for the comprehensive stormwater management redirection into the conservation easement areas shall not impact or add to the stormwater management system for Deering Park North or Deering Park Center. Deering Park Innovation Center shall design and submit permits for such stormwater flow re-direction, which shall include provisions that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

i. Deering Park Innovation Center shall design and submit permits for the comprehensive stormwater system to ensure that stormwater runoff through existing culverts under I-95 to the east will be less than or equal to the current stormwater runoff through these culverts from the undeveloped site. However, no stormwater runoff from the Deering Park Innovation Center is permitted to flow into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

j. The City of New Smyrna Beach shall evaluate the comprehensive stormwater and floodplain management plan during the permitting process to assess whether the goals enumerated herein have been met.

k. Upon the design and permitting of the comprehensive stormwater management system, Deering Park Innovation Center shall make a presentation to the Planning and Zoning Board and the New Smyrna Beach City Commission to provide evidence of the lakes and conveyance system, anticipated capacity, and direction of runoff. This presentation shall include how the stormwater management system meets the goals provided in this section.

Accountability for the Deering Park Innovation Center Stormwater Management System:

l. Annual Analysis of Stormwater Management System: The Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System, shall be required to provide an annual analysis of said stormwater management system to the City of New Smyrna Beach for review to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, ensuring that the stormwater management system shall be designed to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G. If the system is not functioning as designed or complying with the issued permits, the City shall issue a code compliance violation and allow for a 90-day compliance period prior to further code compliance action. In the event the issue is not cured within 90 days, City may hold all development permits and approvals for that part of the development that would impact the malfunctioning area, with the exception of any permit needed to fix the issue.

m. Cost of Analysis: Subsequent to the design and permitting of the stormwater management system, a professional engineer shall provide a cost estimate for the cost of an annual analysis of said stormwater management system to ensure that said stormwater management system continues to function as designed and complies with the goals provided hereinabove, including, but not limited to, the requirement that the stormwater management system shall be designed and function to specifically ensure that no stormwater runoff from Deering Park Innovation Center flows into the Venetian Bay Community or the Utilities Commission Property, as identified in Exhibit G.

n. Stormwater Management Bond or Letter of Credit: The Stormwater Management System will be a comprehensive system that will provide proper stormwater management, as designed and permitted, for the entire Deering Park Innovation Center. As each portion of the system is constructed, the Developer or entity required to maintain the Deering Park Innovation Center Comprehensive Stormwater Management System shall provide a Stormwater Management Bond or Letter of Credit to ensure the City's ability to rapidly repair the section of the System in the event the Developer or entity required to maintain the system has not done so in accordance with this PUD. Subject to approval by the City Engineer, the project engineer, shall provide a signed and sealed cost estimate as part of the permitting of the system that is appropriate for the cost of potential necessary repairs of the system or any adjustments to the stormwater management system to ensure continued compliance with the permitted stormwater management system based on said analysis. Deering Park Innovation Center shall provide to the City a 10-year maintenance bond or letter of credit for 10% of the cost of the comprehensive stormwater management system for five years, and 5% of the cost of the comprehensive stormwater management system for the remaining five years to cover the estimated cost of any repairs or adjustments that may be necessary in the future based on the engineers cost estimate. In the event of a deficiency between the bond and the actual cost of a repair or adjustment, the Developer or entity required to maintain the system shall provide the cost differential to the City. The determination

of the total amount of the cost estimate and placement of the stormwater maintenance bond or letter of credit shall be a condition of the issuance of the City mass grading permit for each portion of the system. Any indication by the annual analysis or from other sources that indicate that stormwater management system needs to be repaired or rebuilt to ensure compliance with the terms of this agreement, shall entitle the use of the stormwater management bond or letter of credit. In the event notice is given of a violation and that actions are necessary to correct the violation, the Developer or entity responsible for the maintenance shall have 90 days to come into compliance prior to the City invoking the maintenance bond.

o. Responsibility for Maintenance of Stormwater Management System: Proper maintenance of the master stormwater system is essential and shall be the responsibility of Deering Park Innovation Center. The cost of maintenance for the master stormwater system shall be the responsibility of either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

Construction of Comprehensive Stormwater Management System:

p. As Built Survey: Construction of the Deering Park Innovation Center comprehensive stormwater management shall comply strictly with the terms of all permits, including permits from the St. Johns River Water Management District and City of New Smyrna Beach, and shall provide an as built survey by the project surveyor, to be reviewed and confirmed by an independent surveyor separate from the project surveyor, to the City to confirm compliance of construction with permits.

q. Compliance with New Smyrna Beach standards: Compensating storage. Flood storage volume shall not be reduced by development unless compensating storage for all floodwater displaced by development below the 100-year flood elevation is provided at a rate of 150% of actual floodplain impacts.

r. City facilities integration with regional stormwater management system: Deering Park Innovation Center agrees to provide offsite stormwater retention capacity as part of the comprehensive stormwater management system for all city construction on the Regional Park/Sports Complex and the Police Facilities Site.

5. TRAFFIC MANAGEMENT

a. GOALS: One of the goals of Deering Park Innovation Center is to properly plan for traffic management for the areas west of Interstate 95 in a regional manner. By providing for appropriate uses to encourage community capture, planning for a mixed use live, work and play community to encourage internal capture, and providing for alternative community connections such as the Williamson Boulevard extension and road connectivity to reduce trips on SR 44, Deering Park Innovation Center will mitigate trips generated by the community.

b. COMMUNITY CAPTURE: In transportation planning, the basis of understanding vehicle traffic flow is where trips are produced (i.e. residential units) versus where trips are attracted (e.g. employment, retail or recreation land uses). The exchange of vehicles between these production areas and attractions on road networks clearly defines travel patterns. The creation of a mixed-use commercial village will result in increased traffic

Community Capture for trips originating west of Interstate 95 that previously would be forced to continue east along State Road 44 to obtain goods and services lacking on the west side of the Interstate. A sub-area traffic study will be conducted, in cooperation with the City of New Smyrna Beach, to review this issue and the impacts on State Road 44 prior to the approval of Phase 1 development.

c. INTERNAL CAPTURE: In certain mixed-use developments like Deering Park Innovation Center, a portion of trips generated by the development remain within the project boundaries which minimize impacts to external roadways. This is known as "internal capture." Certain combinations of residential and non-residential mixed uses have shown this internal capture rate to be more than 30% of total trips generated. Deering Park Innovation Center has potential for increased internal capture which will be analyzed as part of the sub-area traffic analysis, and again in individual TIA's for each phase prior to development.

d. NORTH-SOUTH THOROUGHFARE ROAD: Willamson Boulevard segments, which connect to State Road 44, are required to be built as part of the thoroughfare spine road to allow for improvements within and around those segment areas within the PUD. The landowner has already dedicated a 200' right-of-way with agreed upon alignment to Volusia County from State Road 44 to the Edgewater municipal boundary through the Deering Park Innovation Center to allow a connection with Indian River Boulevard. Williamson Boulevard has been constructed as a major thoroughfare from Ormond Beach to Pioneer Trail. The Owner has deeded a 200-foot wide right of way to Volusia County from SR 44 to allow connection with Indian River Boulevard in Edgewater. Volusia County has also obtained a right of way between SR 44 and Pioneer Trail and will now be able to extend and complete the Williamson Boulevard Thoroughfare.

e. COMMUNITY CONNECTIONS:
    i. A connecting road is planned to connect Deering Park Innovation Center with the project known as South Village to the west of Deering Park Innovation Center allowing traffic between the projects to remain off of State Road 44.
    ii. As to a roadway connection between the project and parcels north and east of Deering Park Innovation Center, known as Ocean Gate and the King-O'Reilly parcel, the City agrees that at the time of development of the King-O'Reilly Parcel, or of the amendment of the Ocean Gate PUD, the City will require all developers to design and dedicate right of way that provides for a mutually agreeable means to connect these parcels and projects with Williamson Boulevard in Deering Park Innovation Center in order to avoid additional traffic on SR 44. Deering Park Innovation Center agrees to construct a road that connects to Ocean Gate/King-O'Reilly parcel road system when needed.
    iii. As to a roadway connection to a potential bridge crossing (flyover of) Interstate 95 for a potential future connection by Volusia County or other parties to 10th street to the east of I-95, Deering Park Innovation Center shall be responsible for providing the required right-of-way and the construction of the connecting road within Deering Park Innovation Center from Williamson Boulevard to the west landing of any such bridge built by Volusia County or other parties. Other than the requirement to provide right-of-way, this potential future bridge crossing is not required by or a component of the Deering Park Innovation Center project.
    iv. As to a roadway connection to and through Deering Park North, the landowner has dedicated a 200' right-of-way with agreed upon alignment to Volusia

County from State Road 44 to the Edgewater municipal boundary and through Deering Park North to Indian River Boulevard.

v. Planning for Traffic Connectivity: Residential subdivisions shall be designed for connectivity with other residential and non-residential areas, provide alternative travel routes, and minimize the use of cul-de-sacs.

f. TRAFFIC CALMING: Residential and non-residential areas shall employ road and street designs that emphasize the need for traffic calming and avoidance of areas or design that encourage speeding though such areas. Calming techniques may include but are not limited to road alignments, raised intersection tables, lane narrowing, landscaping, hardscaping, signage, and other appropriate techniques.

g. TRAFFIC IMPACT ANALYSIS AND ROAD IMPROVEMENTS: There are no timelines for construction within Deering Park Innovation Center. This MDA provides for long-term planning for the subject property. As phases are built, traffic impact analyses are required for each phase to determine the existing background traffic and impact of proposed new plans and construction. Said traffic impact analysis for each phase shall determine any Accessory Dwelling Units (ADUs) that have been built and incorporate said ADUs into the traffic analysis.

i. Prior to any development within Deering Park Innovation Center, a sub-regional traffic analysis will be provided to the City, FDOT, and County for approval, and will be updated in conjunction with each phase of development. The sub-regional analysis will address the internal capture rate and community capture rate and refine them phase by phase. This will be adjusted with each individual TIA for the phase and then prior to commencing a new phase, the sub-regional traffic analysis will be adjusted accordingly.

ii. In addition, the parties agree that individual Traffic Impact Analyses (TIAs) will be conducted within Deering Park Innovation Center within each phase as they come on-line for development. The TIAs will be conducted according to the then-current TPO guidelines and will include the cumulative development within Deering Park Innovation Center approved as of each successive study.

h. ADDITIONAL ANALYSIS TO SUBSTANTIATE INTERNAL CAPTURE: The City recognizes that the actual development impacts of the project may change due to the mixed-use nature of the project, projected non-residential buildout horizon and future growth of the area. Therefore, in order to accommodate unanticipated development changes within the project, additional analysis to substantiate internal capture shall be provided as part of each site plan and subdivision plat submittal as part of an individual phase to the City.

i. ALTERNATIVE MODES OF TRANSPORTATION: The reliance on vehicular travel is a societal norm particularly in the state of Florida where mass transit is limited. Multiple studies have shown the benefits of walkable places which create spaces for people to interact and bond. These walkable communities also become venues for exercise. Deering Park Innovation Center will epitomize this multi-modality with its interconnected road system enhanced with an extensive network of trails. Land uses will be sited in proximity to complementary uses to encourage traveling on foot, personal electric vehicles, scooter, or bicycle. The owners are committed to development of both a multi-modal plan and a traffic impact mitigation plan. Personal electric vehicles must comply with state, county and local regulations and will not be able to be used by minors within Deering Park Innovation Center. Additionally, the SUNTrail bicycle and pedestrian network does not permit the use of electric vehicles.

j. LOW SPEED VEHICLES: Low speed vehicles shall be permitted on streets within Deering Park Innovation Center but shall not be permitted on Williamson Boulevard, other than at designated crossings, and on designated multi-use paths within the community that are at least twelve feet (12') wide. All low speed vehicles operating upon properly designated streets shall meet the minimum equipment standards and be operated in accordance with Florida Statutes, as may be amended from time to time.

6. OVERALL PROPERTY CRITERIA

The intent of Deering Park Innovation Center is to encourage job producing mixed-use development with retail, commercial, hotel, restaurant, corporate offices, light industrial, research, office, parks, and other similar uses within proximity to residential areas and with internal vehicular, bicycle, and pedestrian access between such uses. High, medium, and low-density residential uses will be located strategically to provide attainable housing and reduced traffic, locating residential areas near the job producing areas. The following Development Districts, as shown on the attached Conceptual Master Plan, shall apply pursuant to the terms of this PUD. The actual location of said Development Districts may be adjusted but the acreages shown for the Development Districts shall remain consistent. However, although the parties have agreed upon a minimum of 68 acres for dedicated public use areas, the parties may agree upon the dedication of additional public lands, such as a potential school site or additions to the Regional Park/Sports Complex, Police Station, and Utility Use area. Deering Park Innovation Center is permitted to add such public areas over and above these 68 acres of public lands, without adding additional acreage to Innovation Park Development District.

DEVELOPMENT DISTRICTS:

A. Mixed-Use/Commercial Village is a mixed-use designation designed for commercial, retail, hotel, restaurant and entertainment uses, such as movie theaters and art shows, along major arterial corridors, and some medium-density or high-density residential uses to encourage pedestrian, bicycle access, personal electric vehicles and low speed vehicles. The goal of said Commercial Village is to provide a unique, upscale destination and meeting place that provides the necessary commercial and office uses to service the area west of Interstate 95, thereby increasing quality of life and reducing length of trips. The mixed-use area adjacent to the northernmost roundabout as shown on the Conceptual Master Plan (Exhibit B) shall encourage neighborhood commercial and services to provide for the residents of Deering Park Innovation Center. The small Mixed-Use/ Commercial area shown on the Conceptual Master Plan that is east of the main Williamson Road entrance to Deering Park Innovation Center and immediately adjacent to the existing Racetrac gas station and convenience store shall be required to have a 25 ft. vegetative buffer with a 12' wide paved multi-use trail connecting to the SUNTrail network along SR 44 and is only permitted to have a right in/right out ingress and egress to and from SR 44. This small parcel will not connect to the balance of the project to minimize impact to the adjacent wetland system. Uses within the Mixed Use/ Commercial Villages shall comply with the City noise ordinances.
B. Innovation Park is a mixed-use designation designed for corporate headquarters, light industrial, research, hotel (150 room maximum), small non-retail business, and office uses balanced with no more than twenty (20) percent of net usable acreage allowed for medium-density or high-density residential to encourage pedestrian and bicycle access for job producing area. The City agrees that this area provides for potential job producing areas and specifically is consistent with the New Smyrna Beach Comprehensive Plan provision for the Commercial Space Industry Opportunity Overlay Zone. The City and Owner will work

together to the extent that this site can be a catalyst for the extension of infrastructure and funding to develop "pad-ready" sites for office and light industrial uses for the project. A "pad-ready" site would be defined as a subdivided lot, with vehicular access and utilities provided to the site and provision for stormwater capacity within a master or sub-master stormwater system that could accommodate the impervious surface areas to be placed on said "pad-ready" site, as well as required landscape buffers. This collaboration does not require any financial contribution by the City.

C. Residential Rental Village is the designation for commercial rental communities that may include detached homes, cottages, and bungalows of no less than 800 square feet, duplex units of no less 800 square feet, townhouses, and multi-family apartments. Such commercial rental communities will be maintained as a single parcel for each project and shall not be permitted to be subdivided or sold as individual homes.

D. Residential is the designation for neighborhood residential areas that will contain a diversity of housing options with the goal of providing pedestrian and multi modal connections to nearby job producing areas. The densities of such Residential areas shall be based on proximity to the job producing and urban commercial uses to encourage pedestrian and bicycle access as depicted on Exhibit C. Therefore, areas designated residential in the southern portion of Deering Park Innovation Center, adjoining a large conservation area, should be reserved for low-density residential. The wavy boundaries between residential density categories provided on Exhibit C showing a graduation of density, from low density nearest to the conservation areas to high density closest to job creation areas, are approximate and provided to illustrate the concept, with actual density locations to be adjusted during the subdivision process. In no event shall overall project density exceed the maximum number of 2,150 residential units within Deering Park Innovation Center. The intent is to provide a wide range of housing types, sizes, and pricing, with higher densities closest to the intensive non-residential uses. Owner agrees and stipulates to prohibit short term rentals, of less than six (6) months, within the Residential District and in every Homeowners Association, which shall enforce such prohibition. Accessory dwelling units (ADUs) of no more than 800 square feet will be permitted within the Residential District. An Accessory Dwelling Unit (ADU) is a secondary residential unit that shares a building lot with a larger primary home. ADUs often provide additional living space for family members or generate rental income, but they cannot be bought or sold separately from the primary home. No more than one ADU per single family lot is permitted and the number of ADUs allowed within the development cannot exceed the number of single-family dwellings constructed. Said ADUs are permitted as part of single-family residential areas. Said ADUs are only permitted as part of the initial construction of the primary dwelling and shall not be allowed as additions once the primary dwelling unit has received its initial certificate of occupancy. Such ADUs shall not count against Deering Park Innovation Center's cumulative total density. All ADUs shall provide for one (1) additional parking space, on the lot, above the principal unit's required parking count.

E. Regional Park/Sports Complex is a recreation use area contemplated to be dedicated to the City of New Smyrna in exchange for park impact fee credits. The complex site shall be a minimum of 50 acres and the actual dimensions will be determined as part of the Williamson Boulevard segment construction review. It is the goal of both parties that the width of the park area should be approximately 550 feet and the parties will work together on plans to achieve this result. Since wetland jurisdictional lines have not been established in this area, it is important to provide that it is a goal of the parties that the land provided to

the City is not primarily wetlands that would increase the costs of development but should be primarily uplands. Deering Park Innovation Center shall provide a site that is a minimum of 85% developable and reasonably contiguous uplands. The City and the developer will work together, once jurisdictional lines are established, to provide an area appropriate for the use contemplated by the City for this regional park/sports complex. The City may use this property for any recreational or community use, including, but not limited to parks, sports fields, and a community center, provided such center is not used for incompatible uses such as medical uses, drug treatment centers, transient housing, or homeless shelters. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time of the City's choosing. Access to said parcel is planned via a future east west road from Williamson Boulevard and transfer should only occur upon ability for the City to access said parcel via public roads or rights-of-way. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the public facilities contemplated, which are at a minimum, sport fields for the public, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the regional park / sports complex area shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues or CDD assessments, nor shall the City have a voting interest in the POA or CDD. Deering Park Innovation Center agrees to provide stormwater retention capacity for this area as part of the comprehensive stormwater management system for city construction on the parcel. Deering Park Innovation Center shall be responsible for providing road access and utility lines to the boundary of the City parcel, at no cost to the City, as part of the development of that section of Deering Park Innovation Center

F. Natural Vegetation Areas: Planning for Deering Park Innovation Center shall include the requirement for a connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center. This connection will expand the habitat corridor connecting to the existing corridor to the south in Deering Park North.

1. Deering Park Innovation Center will include a minimum of 400 acres of Natural Vegetation Areas to be established through the permitting, site plan and/or plat process.
2. There have been no jurisdictional wetland determinations on this site. The applicant, in working with planners and city staff, have used the best available information to determine appropriate planning areas for natural vegetation areas. Jurisdictional determinations and wetland lines will be determined as part of the permitting and site plan and/or plat process.
3. Natural Vegetation areas shall be placed within a conservation easement consistent with the terms of this Agreement, and maintained in conservation as

provided herein, without cost to the City of New Smyrna Beach, after issuance of and in accordance with St. Johns River Water Management District and other required environmental permits.

4. These conservation easements will prevent any development not specifically allowed. Public trails will be permitted within the conservation easement areas. The conservation easements will be provided to two or more beneficiaries to layer those easements and facilitate perpetual conservation. The City of New Smyrna Beach shall be one of the beneficiaries, if they chose to accept the conservation easement.
5. The landowner has already caused the creation of 46,000 acres [over 71 square miles] of connected wildlife corridors by placement of lands in conservation easements. The Natural Vegetation Areas within Deering Park Innovation Center will connect to and extend these conservation areas into New Smyrna Beach. The Natural Vegetation Areas will be maintained in perpetuity, without cost to the City, based upon the terms of the conservation easements. The costs for such maintenance of the conservation easement shall be borne by either a Community Development District, subject to City approval, an expanded Deering Park Stewardship District, or, if either the Stewardship District expansion or Community Development District is not approved, then by a Property Owners Association.

G. Police Facilities Site is a municipal use for a potential police station site as shown on the Conceptual Master Plan contemplated to be dedicated to the City of New Smyrna Beach in return for Police impact fee credits. Said site shall be of sufficient size to accommodate a police substation and shall be a minimum of 10 contiguous and developable acres. The Owner is not obligated to improve the land prior to dedication. Dedication of said parcel, and appraisal of same for impact fee credits, shall be at a time of the City's choosing. Access to said parcel is planned via Williamson Boulevard and a future east west two-lane road into Innovation Park and transfer should only occur upon the ability for the public to access said parcel via public roads. Upon written notice of full access to said parcel, the City shall have 5 years to exercise its option and 10 years after the date of transfer to utilize the parcel for its intended purpose. Should the City not exercise its option within 5 years, or construct the police substation facilities contemplated, and provided for hereinabove, within 10 years after transfer of the parcel in return for impact fee credits, then the parcel shall revert to owner upon notice and request by owner and proffer of impact fee credits back to city. The designation for this parcel shall revert to Innovation Park. During the City ownership, prior to construction, City agrees to maintain the parcel in a mowed and maintained manner or as an attractive natural vegetation area to reflect the standards of Deering Park Innovation Center. The City agrees to construct any structures on this site consistent with the architectural styles prevalent in Deering Park Innovation Center and maintain landscaping in the same manner. However, all structures and uses within these parcels are for the public good and as such the police facilities site shall not be subject to the requirements of a Property Owners Association, nor shall be required to join such a Property Owners Association, nor be required to pay such POA fees or dues or CDD assessments, nor shall the City have a voting interest in the POA or CDD. Deering Park Innovation Center agrees to provide stormwater retention capacity for this area as part of the comprehensive stormwater management system for city construction on the parcel.

H. Density: As defined, Low Density is 0-5 units per acre; Medium Density is 5-8 units per acre and High Density is 8-18 units per acre.

I. Vegetated Buffer Requirements for Perimeters:

1. The perimeter of Deering Park Innovation Center along the South Village project shall have a minimum 20' wide vegetated buffer.
2. The perimeter of Deering Park Innovation Center adjoining the conservation easement on the south side of Deering Park Innovation Center that is part of the Deering Park North project shall have a minimum 50' wide vegetated buffer.
3. The perimeter of Deering Park Innovation Center along State Road 44, with the exception of the access to Williamson Road and the small mixed-use area next to the Ocean Gate subdivision, shall have a minimum 75' vegetated buffer, which will include within the buffer a 12' wide paved multi-use trail connecting to the SUNTrail network.
4. The area adjoining Williamson Boulevard shall have a minimum 20' vegetated buffer for all areas not used by access points or road right-of-way. Multi-modal trails or sidewalks may be within said vegetated buffer areas and shall incorporate native vegetation or trees in the design of any such multi-modal trail or sidewalks.
5. No perimeter buffer shall be required along the perimeter boundary with the eastern side of Deering Park North in light of the similar mixed-use of the adjoining property.
6. No perimeter buffer shall be required along the boundary with Interstate 95 in light of the intent to design and showcase businesses to be located along the interstate, unless the rear facing portion of the building is directly adjacent to Interstate 95 in which case a minimum 50-foot vegetated buffer shall be required. Any rear facing portions of buildings directly adjacent to Interstate 95 shall be landscaped to hide any loading docks or other rear areas that do not showcase the business.
7. The perimeter of the Residential Rental Village area shall have a minimum 20' vegetated buffer. No landscape buffers are required for individual cottages or homes within the Residential Rental Village area, unless they are located directly adjacent to Interstate 95, in which case the minimum 50-foot vegetated buffers shall be required.

DISTRICT SPECIFIC DEVELOPMENT CRITERIA. The following development criteria shall apply to the Districts within the Property:

INNOVATION PARK

NON-RESIDENTIAL

- Minimum lot area: 5,000 square feet
- Minimum lot width: Deering Park Innovation Center light industrial or office uses may be subdivided into 18' wide lots, an appropriate number of such lots shall then be combined to meet "building site" requirements including all minimum lot area and other standards.
- Maximum building height: 75 ft.
- Maximum building coverage: 50%
- Setbacks:
    - Other than 25 ft. vegetated setback from Williamson right-of-way all structures erected shall have -0- foot lot setback lines from lot lines located within the Property.
    - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.

- All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.

- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
  - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
  - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
  - The maximum room size does not include any balcony, porch or deck area connected to the unit.
  - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

MIXED-USE/COMMERCIAL

NON-RESIDENTIAL

- Minimum lot area: No minimum required.
- Minimum lot width: No minimum required.
- Maximum building height: 75 ft.
- Maximum building coverage: 80%
- Setbacks:
  - Other than 25 ft vegetated. setback from Williamson Boulevard right-of-way and 50 ft. vegetated setback from SR44 right-of-way, all structures erected shall have -0- foot lot setback lines from lot lines located within the Property
  - All structures shall have a minimum 10 ft. setback from contiguous property not zoned Residential.
  - All structures shall have a minimum 20 ft. setback from contiguous property zoned Residential.
- FAR: 2.0
- Minimum open space: 10%
- Wetland buffer: 25 ft.
- Transient lodging:
  - "Transient lodging rooms, standard," as defined by this LDR, shall be a maximum of 500 square feet.
  - "Transient lodging rooms, deluxe," as defined by this LDR, shall be a maximum of 750 square feet.
  - The maximum room size does not include any balcony, porch or deck area connected to the unit.
  - No more than 30 percent of the units may be deluxe.

RESIDENTIAL

- See Residential District site development criteria below.

RESIDENTIAL RENTAL VILLAGE:

- Cottages:
  - Cottages do not require road frontage and may face a mew or other green space.
  - Maximum building height: 35 ft.
  - Single parcel for commercial cottages project with no individual lots
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
  - Minimum building setbacks:
    - Side: 5 ft.
    - Side Street: 10 ft.
    - Front: 15 ft.
    - Rear: 10 ft.
  - Minimum building separation: 10 ft.
- Multifamily:
  - Maximum building height: 75 ft.
  - Minimum lot area: 6,500 sq. ft.
  - Minimum lot width: 65 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
    - 4 Bedrooms: 1,100 sq. ft.
  - Maximum building coverage: 35%.
  - Minimum building setbacks:
    - Side: 25 ft.
    - Side Street: 25 ft.
    - Front: 25 ft.
    - Rear: 25 ft.
  - Minimum building separation: 30 ft.
  - Minimum open space: 20%
  - Common open space: 25% of open space
- Duplexes:
  - Maximum building height: 35'.
  - Minimum lot area: 3,000 sf.
  - Minimum lot width: 30' per dwelling unit and 60' per building.
  - Minimum lot depth: 100'.
  - Maximum building coverage: 70%.
  - Minimum building setbacks:
    - Interior Side: 5' (end units only); however, no side setback shall be required for property line along common wall.
    - Side Street: 10'.
    - Front: 20'.
    - Rear: 5'.
  - Minimum open space: 20%.
- Townhomes:

- Maximum building height: 35 ft.
- Minimum lot area: 1,800 sq. ft.
- Minimum lot width: 18 ft.
- Minimum lot depth: 100 ft.
- Minimum living area per dwelling unit: 750 sq. ft.
- Maximum building coverage: 90%
- Minimum building setbacks:
  - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
  - Side Street: 10 ft.
  - Front: 20 ft.
  - Rear: 5 ft.
- Minimum spacing between buildings: 10 ft.
- Minimum open space: 20%

RESIDENTIAL

- Single-family detached dwellings:
  - Maximum building height: 35 ft.
  - Minimum lot area: 5,500 sq. ft. however staff may permit reduced lot areas designed consistent with new urbanism principles including access alleys and rear loaded garages.
  - Minimum lot width: 50 ft.
  - Minimum lot depth: 110 ft.
  - Maximum building coverage: 70%
  - Minimum building setbacks:
    - Side: 5 ft.
    - Side Street: 10 ft.
    - Front: 20 ft. however, front setback may be reduced to 10 ft. if unit is alley loaded without garage access to front street or if the unit has a side entry garage, so long as there is no conflict with any utility easement.
    - Rear: 15 ft., unless there is a rear-loaded garage in which case the minimum driveway depth shall be 20 ft.
  - Minimum open space: 20%.
  - Minimum accessory structure setbacks:
    - Pool: 5 ft.
    - Pool equipment: 5 ft.
    - Screen enclosure 5 ft.
    - Shed: 5 ft.
    - Generators/other mechanical equipment: 1.5 ft., however, generators must maintain a 10 ft. separation from all operable windows on adjoining lots.
    - Eaves: 3 ft.
  - Accessory structures shall not be located within required front or side setbacks.

- Duplexes:
  - Maximum building height: 35 ft.

  - Minimum lot area: 3,000 sq. ft.
  - Minimum lot width: 30 ft. per dwelling unit and 60' per building.
  - Minimum lot depth: 100 ft.
  - Maximum building coverage: 70%.
  - Minimum building setbacks:
    - Interior Side: 5 ft. (end units only); however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum open space: 20%.
- Townhomes:
  - Maximum building height: 35 ft.
  - Minimum lot area: 1,800 sq. ft.
  - Minimum lot width: 18 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit: 750 sq. ft.
  - Maximum building coverage: 90%
  - Minimum building setbacks:
    - Side: 5 ft.; however, no side setback shall be required for property line along common wall.
    - Side Street: 10 ft.
    - Front: 20 ft.
    - Rear: 5 ft.
  - Minimum spacing between buildings: 10 ft.
  - Minimum open space: 20%
- Multifamily:
  - Maximum building height: 75 ft.
  - Minimum lot area: 6,500 sq. ft.
  - Minimum lot width: 65 ft.
  - Minimum lot depth: 100 ft.
  - Minimum living area per dwelling unit:
    - 1 Bedroom: 600 sq. ft.
    - 2 Bedrooms: 800 sq. ft.
    - 3 Bedrooms: 1,000 sq. ft.
    - 4 Bedrooms: 1,100 sq. ft.
  - Maximum building coverage: 35%.
  - Minimum building setbacks:
    - Side: 25 ft.
    - Side Street: 25 ft.
    - Front: 25 ft.
    - Rear: 25 ft.
  - Minimum building separation: 30 ft.
  - Minimum open space: 20%
  - Common open space: 20% of open space
- Rear loaded homes, with garages facing alleys as opposed to streets, are permitted in all residential categories.

- Parking: Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking. Parking along residential streets shall be specifically prohibited except for specifically designated parking spaces within widened street areas.
- Sufficient driveway area, either in the front or rear garage access, is required to provide for sufficient parking on each lot. Therefore, for front loaded lots the driveway shall be no less than 25 ft. from the garage to the nearest sidewalk edge, and for rear loaded lots, the driveway will be no less than 20 ft. from the garage to the nearest alley edge of pavement. Porches may extend beyond garages and shall require a 5 ft. setback from the nearest sidewalk edge. Driveways may be curved into the garage (side entry) and therefore front property setbacks for side entry garages will be no less than 10 feet so long as there is no less than 25 ft. from the garage door to the nearest sidewalk edge. However, in no event shall any building interfere with an existing utility easement.
- Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.

MAXIMUM ENTITLEMENTS: Deering Park Innovation Center is restricted to a maximum of six million square feet of non-residential uses and 2,150 residential units within the entirety of the 1,618 acres.

CONCEPTUAL MASTER PLAN: The City acknowledges that the location of proposed phases shown on the Conceptual Master Plan may shift to ensure sound, long range planning and development of the Property. Although Deering Park Innovation Center is designed and intended to be a mixed use project, with different uses near to or adjacent to each other, Deering Park Innovation Center and the City acknowledge that certain uses may be incompatible with residential neighborhoods and therefore, the Deering Park Center and the City shall be sensitive to placement of certain uses near or adjacent to residential neighborhoods without appropriate mitigation or buffering. The location of land uses, roadways and trails as provided in the Conceptual Master Plan may be altered as the Property is developed over time in accordance with the planning framework as shown on the Conceptual Master Plan, although the total acreages for Mixed-Use and Innovation Park development districts shall not be reduced. Construction and installation of all common areas and common facilities within each phase shall be completed or bonded prior to issuance of the first certificate of occupancy for that phase.

Owner will subdivide the Property in phases and in accordance with the requirements of the City's LDRs in effect at the time of development. As part of the subdivision process, Owner will be responsible for ensuring that the Property will be serviced with public utilities and right-of-way access, and for providing on-site detention/retention facilities as required by St. Johns River Water Management District permitting requirements. Site development approval is contingent upon approval of the final plat of each phase of the Property. A site plan is required for any Residential Rental Village community within an approved parcel and said community is not permitted to subdivide to allow for sale of individual homes. Owner agrees to work with the City during the site plan review process to address stormwater runoff from City constructed facilities and roadways.

CONSTRUCTION CONSISTENCY WITH DEERING PARK INNOVATION CENTER PUD MDA: There are a substantial number of requirements for the Developer that are provided within the Deering Park Innovation Center PUD Master Development Agreement. Many of these standards and requirements, such as stormwater management design review and permitting and conservation easements, are required to be in place prior to any construction. It is important that staff is able to easily determine all such requirements and whether the Developer has met those requirements. The Owner and Developer shall work with the staff to prepare a standard checklist of all such requirements to allow staff to review and confirm compliance for every new plat or site plan to ensure that any construction is consistent with the requirements of the Deering Park Innovation Center PUD. A copy of said checklist showing compliance with every requirement shall be part of the record for every plat or site plan review.

PHASING AND PRIORITY OF MIXED USE NON-RESIDENTIAL DEVELOPMENT: Development is expected to be completed in multiple phases as generally shown on the Conceptual Master Plan, and individual phases may be developed and constructed simultaneously and/or in any order, subject to the restrictions below.

i. Residential Phasing: The City and Owner agree that the intent is to provide for a mixed-use community, rather than a residential community without job producing or other non-residential uses.

ii. Residential Unit Mix: Multi-family, townhouses, villas, and build-to-rent will be located near job-producing or other non-residential uses to support recruitment of non-residential development. Single-Family areas will be located further away from the non-residential development.

iii. Phasing of Residential and Non-Residential: The City and owner agree to the following additional limitations on the issuance of building permits for single-family residential development:

1. No building permit for residential will be issued earlier than 3 years after the approval and recording of this Agreement.
2. In addition to the 3-year period, the parties agree to further restrict the timeframe for residential development as follows:
    a. No site plan or subdivision plan for residential shall be submitted to the City until a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development have been approved by the City. Completion of construction shall be defined as a construction of a building that has received a final certificate of occupancy.
    b. After a minimum of 500,000 square feet of non-residential has completed construction and site plans for a minimum of an additional 500,000 square feet of non-residential development has been approved by the City, subdivision plats for residential may be submitted to the City pursuant to Table 1.

Table 1 (Residential Phasing Restrictions)

Phase	Start Date*	# of units	Total # of units
I	Start Date	600	600
II	Start Date + 2 years	600	1,200
III	Start Date + 4 years	400	1,600
IV	Start Date + 5 years	550	2,150

*The residential start date shall be the date that 500,000 square feet of non-residential has been constructed and site plans are approved for additional non-residential development within Deering Park Innovation Center at or above 500,000 square feet.

Accelerator Clause: The Table 1 schedule for residential phasing shall be accelerated by 1 year for every additional 1 million square feet of site plans approved for non-residential development, with a minimum of 500,000 square feet having been constructed for each million approved. For example, if, after the initial construction and site plan approval has been provided to allow for a start date, and it is beyond the three-year time restriction, then if 2 million additional square feet of non-residential development site plans are approved, with 1 million of those square feet constructed, then the schedule for Phases II, III & IV would be accelerated by 2 years. Under no circumstance shall any residential building permit be issued earlier than 3 years after the approval and recording of this Agreement.

7. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A . The comprehensive plan designation for the site is Industrial Mixed Use. City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Owner shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Owner specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Owner will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

D. Each project within Deering Park Innovation Center shall require site plan reviews or subdivision plats that will be reviewed by the Planning and Zoning Board and City Commission to determine consistency with the New Smyrna Beach Comprehensive Plan, this PUD MDA and the New Smyrna Beach Land Development Regulations as provided herein.

8. SPECIFIC PERMITTED USES:

Deering Park Innovation Center intends to utilize a flexible approach including but not limited to, innovative land use techniques, creative urban design, environmental protections and the judicious use of sustainable development practices and principles. To meet the aforementioned goals, the following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein. Any use not listed is prohibited; however, City staff may permit a use after making an administrative similar use determination that proposed use is similar, appropriate, and consistent with the intent of the existing permitted uses. Appeals of staff determinations may be made to the Planning and Zoning Board, who shall have final decision-making authority.

A. Bona Fide Agricultural Uses: The parties specifically agree that the current use of the Property is bona fide commercial agriculture, including but not limited to timber and cattle, and that so long as Owner continues to use the Property for bona fide commercial agriculture, it shall be a permitted use under the terms of this PUD. Bona fide commercial agricultural activities shall maintain a 200-foot separation from permitted non-agricultural uses. The term bona fide commercial agricultural activities shall not include periodic maintenance and permitted trimming, planting, and clearing. Once a specific section of the Property is converted to a different use, and a certificate of occupancy has been issued for said different use, then agricultural use would no longer be permitted on that specific section of the Property, but all other remaining sections would still be permitted as agricultural use. The Owner shall use best management practices in the use of such agricultural uses, including, if required by such practices and permitted by the State of Florida, controlled burns to maintain the safe operation of agricultural use.

B. Innovation Park

The following uses are specifically permitted:

1. Aerospace manufacturing and research
2. Aerospace light distribution
3. Amphitheaters
4. Biomedical Manufacturing and research
5. Biomedical light distribution
6. Cellular Communication Towers
7. Childcare facilities, including within office and corporate headquarters buildings.
8. Coffee Shops
9. Corporate offices
10. Deli and food services, including within office and corporate headquarters buildings.
11. Food and beverage processing and distribution, except the slaughter of animals
12. Industry, light
13. Medical and dental laboratories
14. Medical and dental offices
15. Medical Manufacturing and research
16. Medical light distribution

17. Municipal and governmental buildings
18. Pharmaceutical Manufacturing and research
19. Professional offices
20. Schools
21. Technological Manufacturing and research
22. Technological light distribution
23. Transient lodging
24. Warehouse
25. Maximum of 20% of the area may be used for medium or high density residential.
26. A single destination icon sign as defined hereinafter is permitted as a use within Innovation Park in a location with Interstate 95 visibility.
27. Multi-tenant non-retail spaces for small businesses with warehouse and office needs.

Conditional Uses as defined in the City LDR and approved by City staff:

1. A maximum of 5% of the area may be used for Self-storage and/or Boat/RV storage facilities.
2. Specific review criteria for such a conditional use shall include the requirement that stored boats or RV's are not visible from any public road or adjoining properties and any other LDR requirement for such uses.

Although any use that is not specifically permitted shall be considered prohibited, the following uses are specifically excluded:

1. Asphalt Batch Plants
2. Fuel Farms
3. Concrete Production and Concrete Crushing Plants
4. Borrow Pits that provide off-site fill material. Borrow Pits that provide fill material for the subject property are specifically permitted.
5. Heavy Industrial uses similar to specifically excluded uses.
6. Recycling/Biomass electrical generation facilities
7. Any and all uses of the Property that do not comply with the standards for avoidance of air pollution (noxious fumes, smoke and particulate matter) and odors set forth in the Light Industrial District (I-1) zoning classification requirements of the City's Land Development Regulations.

C. Mixed-Use/Commercial Village:

The following uses are specifically permitted:

1. Amphitheaters
2. Assisted living facility
3. Nursing home facility
4. Adult congregate living facility

5. Ambulance service
6. Animal clinics (outpatient care only and no overnight boarding within 300 feet of residential)
7. Bakeries
8. Banks
9. Bowling alley
10. Business and communications systems
11. Transit Facilities
12. Car rental and leasing
13. Carwashes
14. Cellular Communication Towers
15. Childcare facilities
16. Club, semi-public
17. Coffee Shops
18. College level and adult educational facilities
19. Convenience stores with gas pumps
20. Dry cleaners
21. Farmers markets
22. Financial services
23. Florists
24. Funeral homes
25. Furniture showrooms
26. Grocery stores
27. Hospitals
28. Home Accessory Showrooms
29. Microbrewery, micro winery and/or craft distillery
30. Museums
31. Multi-family dwelling units, along with vertically mixed live-work units with workspace on the first floor.
32. Municipal and governmental buildings
33. Offices, general, professional and real estate
34. Offices, medical, including, but not limited to, medical office buildings, health and wellness facilities, outpatient surgery, imaging and primary care facilities.
35. Pedestrian, Multimodal, Bicycle trails.
36. Personal services
37. Pet grooming (not in residential buildings or near residential areas that might be impacted by noise)
38. Pet shop (not in residential buildings or near residential areas that might be impacted by noise)
39. Places of Assembly (no homeless shelters or food pantries)
40. Restaurants, types "A," "B," "C," and "D"
41. Retail sales and services
42. RV, Boat and low speed electric vehicle sales
43. Service stations, types "A" and "B"
44. Schools
45. Sport facilities

46. Taverns
47. Textile Showrooms
48. Theaters
49. Transient lodging
50. Maximum of 30% of the area may be used for medium or high density residential
51. A single destination icon sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.
52. A single electronic sign, as defined hereinafter is permitted as a use within the Mixed-Use/Commercial Corridor area in a location with SR 44 frontage and visibility.

D. Residential Rental Village

The following uses are specifically permitted:

1. Single-family dwellings detached and attached [cottages, townhomes, duplexes]
2. Pedestrian, Multimodal, Bicycle trails.
3. Multifamily dwellings including townhomes and apartments
4. Accessory Amenities
5. Cellular Communication Towers
6. Schools

E. Residential

The following uses are specifically permitted:

1. Single-family dwellings detached and attached [townhomes, duplexes]
2. Pedestrian, Multimodal, Bicycle trails.
3. Multifamily dwellings including townhomes and apartments.
4. Accessory Amenities
5. Places of Assembly (no homeless shelters or services, including food pantries)
6. Cellular Communication Towers
7. Schools

F. Regional Park/Sports Complex/Police

The following uses are specifically permitted:

1. Public Recreation and Sports Complexes
2. Pedestrian, Multiuse, Bicycle and Hiking trails, including trails that connect to trails within the Edgewater Wetland Park and to the Florida SUNTrail system.
3. Municipal and governmental buildings and ancillary parking

4. Community Center; provided such center is not used for incompatible uses such as food pantry, medical use, drug treatment center, transient housing or homeless shelter/services.
5. Farmers Market
6. Amphitheaters
7. Cellular Communication Towers

G. Natural Vegetation Areas

The following uses are specifically permitted:

1. Natural Vegetation
2. Pedestrian, Multiuse, Bicycle and Hiking trails
3. Utility corridors
4. Passive Recreation Use

H. Schools

Schools and related structures and uses are specifically permitted within Deering Park Innovation Center and school sites may be reserved for such use within the conceptual master plan.

9. PUBLIC INFRASTRUCTURE -UTILITIES, PEDESTRIAN AND MULTI-USE TRAILS

a. Utilities and utility easements. New public utilities including water, wastewater, reclaimed water, electrical transmission and distribution, will be installed underground and constructed to New Smyrna Beach Utilities ("NSBU") latest Rules, Design, and Construction Specifications standards. Prior to the approval of any initial phase within this development, a master utilities plan (water, reclaimed water and wastewater) and hydraulic calculations are required and must be submitted to and approved by NSBU for both the entire development as a whole as well as any individual stand-alone phases. The master utilities plan shall comply with NSBU Water Resources System Master Plan 2016 or latest edition. Utilities shall be interconnected with all adjacent developments. All wastewater shall be discharged to the future Southwest Regional Lift Station within the South Village development to the West. Deering Park Innovation Center will provide the NSBU approximately 8 acres of land adjacent to the proposed police sub-station, with the specific location and configuration to be mutually agreed upon, when access is provided to the area to allow the NSBU to provide for utility infrastructure, including an electrical substation and above ground water tank, large enough to provide for a maximum of 6 million square feet of non-residential use. Design and construction of the electrical sub-station and above ground water storage tank within the donated 8-acre site shall be without cost to the developer of Deering Park Innovation Center, however, the parties specifically recognize that all normal utility development fees and normal capital connection fees shall continue to be required by New Smyrna Beach Utilities. The parties recognize that Florida Power & Light constructed a transmission line through the Property. As a result, for some uses, especially residential use, additional buffers, or landscaping may be provided to assist in the compatibility with said transmission line. In addition, roadways will need to be planned in such a manner to avoid impact with the transmission line infrastructure. The use of reclaimed water reduces the need for fertilizer and Deering Park Innovation Center shall either directly, or through an HOA, provide educational material to homeowners regarding reclaimed water and encouraging a minimization of external fertilizer that could cause nutrient runoff.

b. Hardening utility lines as protection against storm. The utility designs shall plan for such storm events by hardening its infrastructure. All electrical service, internet service and key traffic signalization are required to be placed underground at a safe depth as required by the Utilities Commission to protect those lines from storm impacts.

c. Access easements, roadways, and rights-of-way. Access easements, roadways, and rights-of-way may be public or private within Deering Park Innovation Center and shall be designed in compliance with the City LDR or as amended by this PUD. Proposed roadway sections for the project are attached hereto as Exhibit D. A multi-use path and trail network shall be provided throughout Deering Park Innovation Center in phases that will allow for connection to the regional trail network. The network of paved walkways or natural trails will provide access to community facilities, recreational facilities, job production areas and preserved conservation areas. Right-of-Way has been dedicated to Volusia County for Williamson Boulevard. Deering Park Innovation Center shall incorporate the stormwater from Williamson Boulevard into the comprehensive stormwater system. Any private roads shall be maintained as a common area.

d. Sidewalks. For each individual phase, Owner shall install sidewalks in conformance with the LDR in all common areas except the trail network, as identified below, may substitute for sidewalks subject to the approval of the City's Technical Review Committee. Individual builders shall install sidewalks in conformance with the LDR in other required locations. Sidewalks shall have a minimum width of five-feet (5') within neighborhoods and six-feet (6') along arterial and collector roadways. A twelve-feet (12') wide multi-use path shall be provided along at least one side of Williamson Boulevard in lieu of one of the six-feet sidewalks. Such Multi-Use Paths may potentially allow for bicycles, pedestrians, and low speed or personal electric vehicles with appropriate speed restrictions to allow for shared use. The sidewalks or multi-use paths must be approved by the City prior to issuance of Certificates of Occupancy for each home or non-residential building. In the event a sidewalk is not completed, or sections are not completed in order to allow construction on a lot without damaging the sidewalk, the Owner shall provide a bond or surety in a form acceptable to the City in an amount as provided in the fee resolution for the costs to complete the construction of the sidewalk for each phase, as amended from time to time, for three (3) years after final plat approval. Or, upon review and approval and at the City's sole discretion, the City may allow the Owner to extend the sidewalk bond for an additional two (2) year term. If sidewalks within an approved subdivision or neighborhood are not completed within three (3) years, unless such time is extended by the City, the Owner or its successor(s) will install the remaining sidewalks, or City may utilize bond to provide same.

e. Trees along pedestrian areas: A shade tree plan shall be provided with each phase to provide for the planting of shade trees along pedestrian areas to enable shade areas on the pedestrian walkways. Shade trees at planting shall be a minimum of fourteen feet in height and have a minimum caliper of three inches when measured six inches above ground level. Tree planting areas shall provide for a minimum distance of 8 feet from a sidewalk or roadway and may be 10-12 feet distance.

f. Low Speed Vehicles. All motor vehicles, including low speed vehicles as defined by Florida Statutes, shall be properly registered and operated in compliance with Florida Statutes, as amended. Low speed vehicles, electric bicycles, electric scooters, and "one-wheels" shall be prohibited on sidewalks but may be permitted on specific multi-modal pathways such as the potential multi-modal pathway adjacent to Williamson Boulevard. Unlicensed minors shall not be permitted to operate said low speed vehicles._Low speed vehicles shall be

permitted on streets within Deering Park Innovation Center but shall not be permitted on Williamson Boulevard, other than at designated crossings, and on designated multi-use paths within the community that are at least twelve feet (12') wide. All low speed vehicles operating upon properly designated streets shall meet the minimum equipment standards established by Florida Statutes, as may be amended from time to time.

10. POLICE AND FIRE PROTECTION:

a. Owner has agreed to dedicate a site of sufficient size to accommodate a police substation. Said site shall be a minimum of 10 contiguous and developable acres. Owner shall be responsible for providing road and utility infrastructure to said site.
b. Prior to any vertical construction within Deering Park Innovation Center, the applicant will work with the City to complete a fire department service concurrency evaluation, which may require an independent third-party evaluation of said evaluation at the expense of the applicant.

11. WATER AND ENERGY CONSERVATION – SUSTAINABILITY

a. All construction within Deering Park Innovation Center shall adhere to enhanced standards as set forth below to accomplish water and energy efficiency and conservation.
b. Deering Park Innovation Center shall utilize the Sustainable Floridians Certification and Monitoring Program (SF CAMP), developed by the University of Florida, as may be amended from time to time.
c. SF CAMP is a comprehensive, incentive-based certification program for new developments that minimize water and energy demand and protect natural resources.
d. Deering Park Innovation Center shall work with SF CAMP to establish specific elements of sustainability for the following specific elements:
    i. Energy Conservation
    ii. Water Conservation
    iii. Environmental Preservation
    iv. Mixture of Housing Types and Price Points
    v. Efficient Infrastructure
    vi. Transportation Efficiency
    vii. Water Quality Preservation
e. All landscape plant materials shall be either Florida native species or Florida Friendly plant material to reduce or eliminate the need for irrigation and replanting.
f. All residences will meet the Energy Star program standards provided by the United States Environmental Protection Agency and the United States Department of Energy.
g. Planning for colors for buildings shall include the consideration of the use of higher light reflective values for paint and roofing materials.
h. The plan shall require the planting of shade trees along pedestrian paths as protection from the sun as set forth in Section 9.e.
i. The plan for the entirety of Deering Park Innovation Center shall result in a minimum of 50% open space.
j. The stormwater management system shall be designed to also provide habitat by providing for the planting of a minimum of 50% of the slopes in appropriate native

vegetation and the creation of vegetated littoral shelves within no less than 25% of the shoreline of the stormwater management system lakes.

k. The stormwater management system lakes shall encourage the potential for dual use of the lakes by allowing the stormwater management system lakes to also be used as amenities and to accommodate stormwater runoff from roads within the development.

12. ENVIRONMENTAL STANDARDS AND OPEN SPACE.

a. Deering Park Innovation Center shall provide for Natural Vegetation areas that shall provide connection to the wildlife corridor and conservation easements south of Deering Park Innovation Center to expand the existing habitat corridor and continuous wildlife corridor.

b. The Natural Vegetation areas shall be placed in multi-layered conservation easements, to include at least one independent, non-governmental conservation group, to preserve said Natural Vegetation areas and shall total no less than 400 acres.

c. Planning for Deering Park Innovation Center shall include connection of wildlife corridors and multi-use trails to existing wildlife corridors and multi-use trails south of Deering Park Innovation Center.

d. Parcel boundaries, development areas and Natural Vegetation Areas which provide for passive recreation and placed within conservation easements, will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting, and therefore the locations as shown on the Conceptual Master Plan are subject to change which shall not require an amendment to this MDA.

e. The overall PUD area shall include 50% open space. Individual phases may have less than 50% open space provided the entire PUD area provides for 50% open space.

f. All landscape plant materials shall be either Florida native species or Florida Friendly plant material.

g. Development of the Property shall comply with the LDR tree preservation requirements. However, the parties specifically recognize that all or part of the Property is permitted to remain in agricultural use, including silvicultural use for timber production. The removal of agricultural timber is governed by State of Florida Best Management Practices, and therefore, the LDR tree preservation requirements to do not apply to trees removed pursuant to bona fide commercial agricultural practice prior to development of any section of the Property.

h. Upon development of any section of the Property consistent with site plan review approval and the zoning provisions provided herein, Owner shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

i. Burning shall not be used to clear land and there shall be no burning of cleared materials on site.

j. Deering Park Innovation Center shall be required to address all St. Johns River Water Management District comments as part of the permitting requirements.

13. ATTAINABLE HOUSING.

a. The parties recognize the importance of providing a wide range of housing options at various price points. The existence of attainable housing to a wide range of households is key to recruiting businesses and economic growth. The businesses that Deering Park Innovation Center intends to attract will need a diversity of workers to thrive and grow; and those workers in turn need a range of attainable housing options. Deering Park Innovation Center provides attainable housing options with 600 apartments and 250 Residential Rental Village units which represent nearly 40% of the total residential units within Deering Park Innovation Center.

b. Additionally, accessory dwelling units (ADUs) are permitted as part of single-family residential areas, which provides additional opportunities for attainable housing. Said ADU's shall not exceed 800 square feet.

c. These attainable housing options are intended to assist with recruitment and retainage of businesses within Deering Park Innovation Center and support economic development efforts.

14. INNOVATIVE DESIGN

a. The property infrastructure shall be designed to provide sufficient wiring infrastructure to permit cameras at intersections for public safety purposes.

b. The property infrastructure shall be designed to provide appropriate areas for cell towers to ensure appropriate cell phone coverage for the community, with procedures in place to provide for full disclosure of potential cell tower sites to prospective residential home purchasers prior to closing.

15. ECONOMIC DEVELOPMENT:

The Owner will work together with the City to recruit investment in the appropriate areas by job producers and will work with the City and County Economic Development Departments to recruit and facilitate such uses. The City and the Owner will specifically work together to develop shovel-ready industrial and/or office sites, which includes the permitting and development of stormwater and transportation infrastructure, and the pursuit of grants and economic development funding.

16. ARCHITECTURAL AND DESIGN STANDARDS

a. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

b. The intent of the residential portion of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a "cookie cutter" subdivision with identical homes in a row and to provide for diverse housing options throughout the community.

c. Buildings shall strive to utilize a Florida Vernacular or other historical Florida style of architecture such as Florida Coastal or Farmhouse. Industrial buildings or buildings within Innovation Park shall be exempt from this standard.

d. All of the following requirements shall be met within the Property:

    i. All structures shall complement one another and shall convey a sense of quality and permanence.

ii. Lower grade materials, such as unfinished concrete and prefabricated metal, shall be prohibited.
iii. Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.
iv. False or real windows shall be provided on all elevations visible from public roadways, but not including alleys, in sufficient size and number to complement the proportions of the building.

e. No more than 10% of the individual approved lot may be permitted for outside display or storage within the Innovation Park Development District, nor shall such outside display or storage be visible from the public right-of-way or adjoining properties. Outside storage shall not be permitted in any other development district.
f. No vending machines or magazine holders or kiosks shall be permitted on outside walkways or other outdoor pedestrian areas that are visible from the public street.
g. The physical appearance of all parking lot lighting fixtures shall be consistent.
h. Deering Park Innovation Center may provide additional architectural, or landscaping standards or covenants provided same are not inconsistent with the LDR or this agreement.
i. Proposed architectural design demonstrating consistency with this Section shall be submitted and reviewed as part of the site plan and subdivision process, and design guidelines for each development district shall be provided as part of the initial site plan or subdivision platting submittal for each development district. Such design guidelines for each district shall be processed and approved as a minor modification to this Agreement.
j. Deering Park Innovation Center provides various natural vegetation areas and multi-use trials throughout the project that will be considered amenities for the project. Additional residential amenities will be provided for individual projects as part of site plan and/or subdivision review with the City.

17. SCHOOL CAPACITY

a. Deering Park Innovation Center at New Smyrna Beach will be developed in phases. The residential component of Deering Park Innovation Center at New Smyrna Beach, which potentially encompasses several phases, will require a concurrency evaluation for school capacity and for the Owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the Volusia County School Board to enter into a capacity enhancement agreement to provide for the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to dedicate a school site of at least thirty (30) usable acres to the Volusia County School Board based upon negotiations for use of the parcel for school capacity construction within a timely manner with a provision for re-acquisition (upon surrendering of impact fee credits granted in exchange for the dedication) if the property is not used for such school construction. Or, if the school site dedication is not desirable to the Volusia County School Board, in its absolute discretion, may require the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, to otherwise provide for sufficient student capacity. Capacity and concurrency issues will be re-evaluated simultaneously with any subdivision plat or site plan review.

b. The density permitted on the property that is the subject of Deering Park Innovation Center at New Smyrna Beach prior to amendment was for 140 single family dwelling units. The comprehensive plan amendment does, and the Deering Park Innovation Center PUD (or any other development permitted within the Deering Park Innovation Center at New Smyrna Beach) shall, limit the number of dwelling units at Deering Park Innovation Center to no more than 2150 dwelling units. However, the City of New Smyrna Beach may not issue any preliminary site plan approval or approve or enter into any plats for the residential component of Deering Park Innovation Center at New Smyrna Beach, or permit or allow the construction of any dwelling units within the said residential component, until such time as the aforesaid capacity enhancement agreement is entered into between the owner of Deering Park Innovation Center at New Smyrna Beach, its successors and assigns, and the School District and a Finding of Adequacy is issued and provided to the City of New Smyrna Beach by the School Board.
c. In the event of an application to increase the number of dwelling units above 2150 dwelling units or if the number of dwelling units approved for the Deering Park Innovation Center at New Smyrna Beach exceeds 2150 dwelling units, then the excess units (over 2150 dwelling units) shall be subject to school concurrency review.
d. Public and Private Schools are consistent uses and are permitted in the Deering Park Innovation Center at New Smyrna Beach.

18. **MAINTAIN LOCAL CONTROL:** It is important that the City maintain control over this project based on the terms contained within this Master Development Agreement. Prior to the start of any construction, the landowner also agrees to provide and record a restrictive covenant over the entirety of the subject parcel to conform to the PUD restrictions providing the maximum number of residential units permitted within Deering Park Innovation Center, as a whole, and the maximum number of any residential units permitted within the Innovation Park business park area and the Mixed-Use areas.

19. **SIGNAGE**
    a. The PUD shall have a uniform sign program, as follows:
        i. State Road 44 Entrance: The major signage near Deering Park Innovation Center's entrance at State Road 44 shall have special signage to reveal the commercial, office, hotel or other usage within the mixed-use area with immediate access to SR 44. Said signage specifically may include an electronic sign that can provide the ability for the City to provide public announcements. The electronic sign shall be subject to DOT review and approval if required.
        ii. Residential: All signage for residential uses shall be developed in accordance with the City's LDR requirements.
        iii. Commercial, Industrial, and Institutional: All signage for commercial, industrial and institutional uses shall be developed in accordance with City's LDR requirements, with building mounted and illuminated signage permitted along Interstate 95 frontage. Buildings fronting on Interstate 95 may also provide decorative and attractive illumination of the buildings fronting the interstate.

b. The PUD has also provided as specific permitted uses, the following described structures:
    i. Destination Sign: A maximum building pad of 50' x 50' for a monument icon tower with a maximum height of 50' feet shall be permitted along Interstate-95. The Destination Sign shall be landscaped and may be illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line.
    ii. Icon Sign: An entrance monument sign shall be permitted at the entrance to Deering Park Innovation Center from SR 44. Said SR 44 Icon destination signage shall be limited to 25' in height. The Icon Sign shall be landscaped and may be illuminated, and placed within required setbacks or landscape buffers, but shall be located no closer than 5 feet from the perimeter property line. Such Icon Sign must be constructed in a theme consistent with the Destination Sign.

20. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE

a. "Common areas" and "common facilities" are defined as all lands and facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.
b. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier:
    i. Owner will form and incorporate a non-profit Property Owners' Association ("POA"). The final plat shall include such language as the City may deem necessary to reflect the POA's responsibilities. The POA shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, and landscaping. The POA shall have authority to establish and assess dues and fees upon its members to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments; however, property dedicated to and/or owned by the City shall not be subject to assessment. All persons purchasing property within the project shall be members of the POA. Owner may from time to time add additional covenants and restrictions or make changes in POA's by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.
    ii. Owner shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Owner's provision of adequate assurances that the work will be done. For example, the City may require Owner to post a bond sufficient to cover 120% of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.
    iii. Natural Vegetation Areas provided for passive recreation and preservation will be determined as to the exact location and size, in part, by jurisdictional wetland studies and subject to State and Federal permitting. Once determined, said Natural Vegetation area shall be a separate platted lot or parcel.

c. The parties anticipate the potential need for a Community Development District or the expansion of the Deering Park Stewardship District to facilitate the design and construction of the infrastructure required for Deering Park Innovation Center including, but not limited to, roads, utilities, and common stormwater systems. This will either require a separate application and approval by the City Commission or by the Legislature and Governor of the State of Florida, depending on the size of the taxing district. The parties specifically recognize the potential need for such district and anticipate the request for same to facilitate job production and infrastructure that would allow for the use of Deering Park Innovation Center. At the Owner's option, all of the project and/or owner requirements under this agreement are hereby expressly authorized to be assigned to and/or undertaken by a Community Development District, if one is approved by the City as provided herein, without further action of the parties hereto and pursuant to Section 190.012(1)(g), Florida Statutes, or the Deering Park Stewardship District if expanded.
d. Common areas shall be identified and established as part of the site plan or subdivision platting process.

21. EFFECTIVE DATE; COMPLETION SCHEDULE.

a. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.
b. The parties recognize that this is a large-scale, long-term plan for mixed-use development of Deering Park Innovation Center. The parties recognize that there is a mutual desire for quality development and job production and that this use is market driven. Therefore, there is no timeframes required for submittal of applications for all construction permits for the development, or for the first phase of a phased development or completion of construction, other than requirements within the land development code.
c. This PUD is binding on Owner and Developer, and on Owner's and Developer's successors in interest and assigns.
d. The development rights pursuant to this agreement are valid for a period of 30 years from the date of execution by both parties, unless extended, in writing, by both parties. In the event no construction has occurred within Deering Park Innovation Center within this timeframe, the development rights within this PUD shall expire. However, construction of any part of Deering Park Innovation Center, including the construction of the first segment of Williamson Boulevard from State Road 44 to the first major intersection within Deering Park Innovation Center providing access into the Innovation Park, Residential Rental Village or adjacent South Village Parcel, as shown on the Conceptual Master Plan, shall vest this Agreement. Upon said construction the terms of this MDA shall be considered in full force and effect.

22. MINOR MODIFICATIONS.

a. The following may be administratively authorized as minor modifications to this Agreement:
    i. Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting

requirements, and address technical considerations that could not reasonably be anticipated during the PUD approval process;

ii. Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:
    1. Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
    2. Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
    3. Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
    4. Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the utility and stormwater management systems;
    5. Increases of five percent or less in the total number of parking spaces.

iii. Modifications of up to 5% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:
    1. Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
    2. Modifications that increase building height more than 3% or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
    3. Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 10% of the original requirement for the area in question; and
    4. Modifications that would unduly impact public utilities.

    This Paragraph is not intended to modify permitted Conceptual Master Plan adjustments to the size and location of the Development Districts outlined in this Agreement.

iv. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

v. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

vi. Approved modifications shall be noted on the official plan documents.

23. AMENDMENTS.

a. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be

processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

b. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to this Agreement, agree as follows:
   i. The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.
   ii. If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.
   iii. For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

24. VARIANCES

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to the property owners association/s representing all property owners within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

25. COMPLETE AGREEMENT

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the property owner.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

SIGNATURES ON NEXT PAGE

Signed, sealed and delivered
in the presence of:

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

_____
Witness 1

By: _____
Fred E. Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 20___, by **FRED E. CLEVELAND and SHARON TAYLOR-HARDING, Mayor and City Clerk**, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

(Seal)

_____
Notary Public

APPROVED AS TO FORM AND CORRECTNESS
As Attested to

By: _____
City Attorney, Carrie Avallone

Dated: _____

Signed, sealed and delivered
in the presence of:

FARMTON NORTH, LLC,
a Delaware limited liability company

_____
Witness 1

By: _____

Print Name: _____

_____
Print Name of Witness 1

As: _____

_____
Witness 2

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of FARMTON NORTH, LLC, a Delaware limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
Notary Public

Signed, sealed and delivered
in the presence of:

DEERING PARK DEVELOPMENT COMPANY, LLC,
a Florida limited liability company

_____
Witness 1

By: _____

Print Name: _____

_____
Print Name of Witness 1

As: _____

_____
Witness 2

_____
Print Name of Witness 2

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as _____ of DEERING PARK DEVELOPMENT COMPANY, LLC, a Florida limited liability company, who [ ] is personally known to me or [ ] has produced _____ as identification.

(Seal)

_____
Notary Public

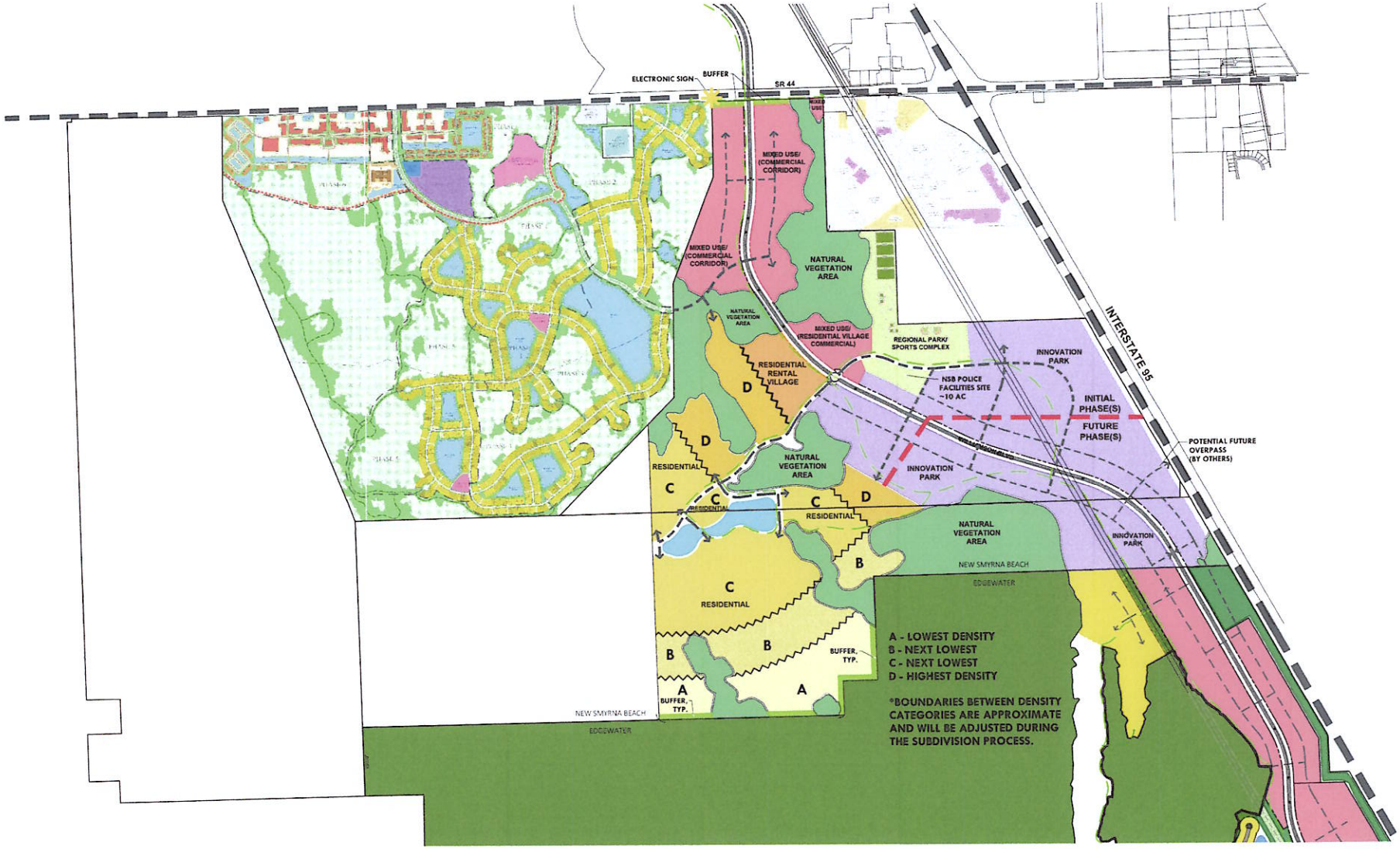


EXHIBIT B - CONCEPTUAL MASTER PLAN

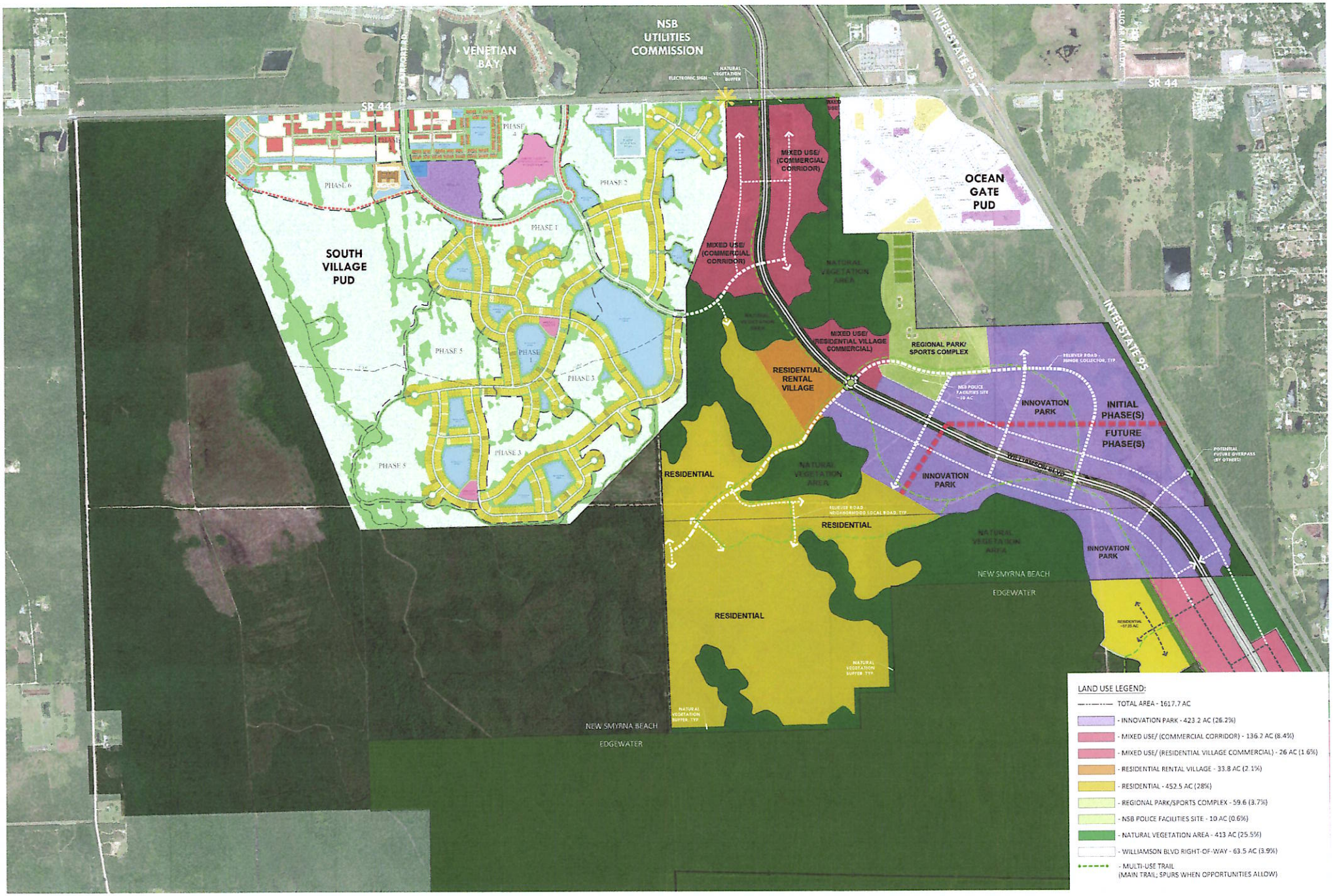
scale: 1"= 1800'
02.28.2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 900' 1800' 3600'
SCALE: 1"=1800'

ML+H

1478



DEERING PARK INNOVATION CENTER - CONCEPTUAL MASTER PLAN EXHIBIT

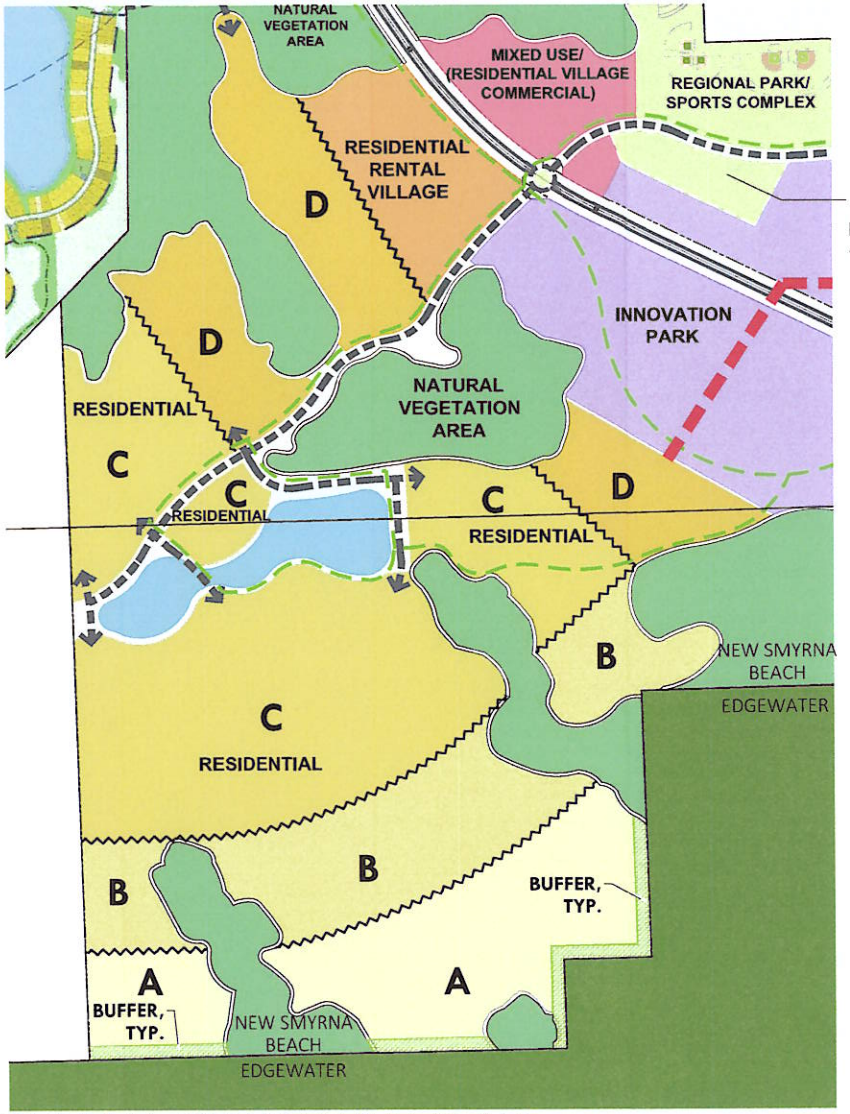
1" = 600
2024

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

0' 300' 600' 1200'
SCALE: 1"=600'

ML+H

1479



A - LOWEST DENSITY
B - NEXT LOWEST
C - NEXT LOWEST
D - HIGHEST DENSITY

***BOUNDARIES BETWEEN DENSITY CATEGORIES ARE APPROXIMATE AND WILL BE ADJUSTED DURING THE SUBDIVISION PROCESS.**

EXHIBIT C - CONCEPTUAL RESIDENTIAL GRADATION PLAN

(INTERNAL BOUNDARIES SUBJECT TO FIELD VERIFICATION, SITE PLAN AND PERMITTING)

scale: 1"= 900'
02.16.2024

0' 450' 900' 1800'
SCALE: 1"=900'

ML+H

Contents

1 Williamson Blvd (200' ROW)

2 Minor Collector (60' or 70' ROW)

3 Neighborhood Higher Density (50' ROW)

4 Neighborhood Higher Density (60' ROW, No Street Parking)

5 Neighborhood Higher Density (60' ROW, Street Parking, 1side)

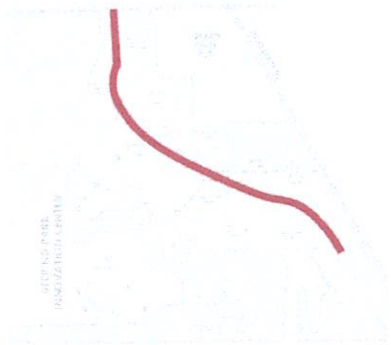
6 Neighborhood Higher Density (60' ROW, Street Parking, both sides)

7 Neighborhood Lower Density (60' ROW, Driveways)

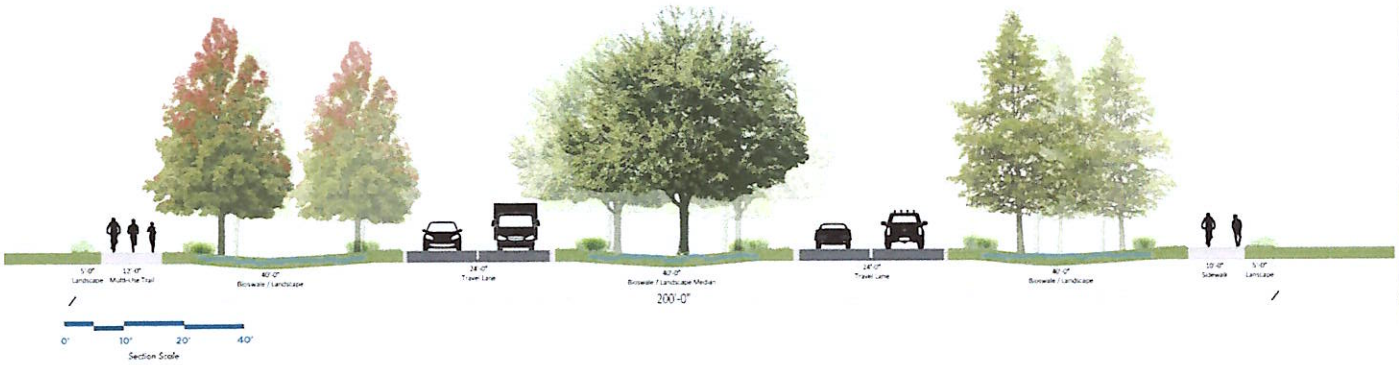
Deering Park Innovation Center

Roadway / ROW Typologies

April 16,2024 version 4.1



TYPOLOGY KEY





Williamson Blvd (200' ROW)

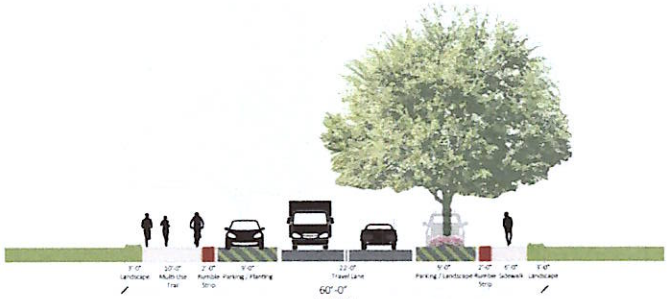
Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

1



TYPOLOGY KEY



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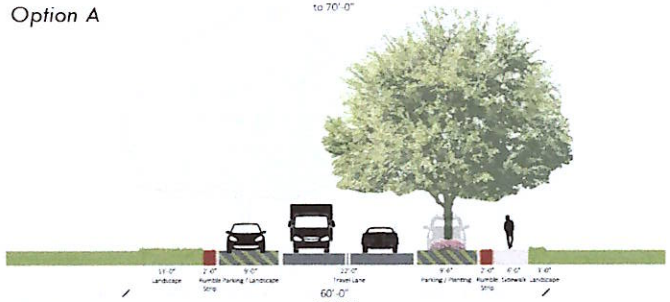
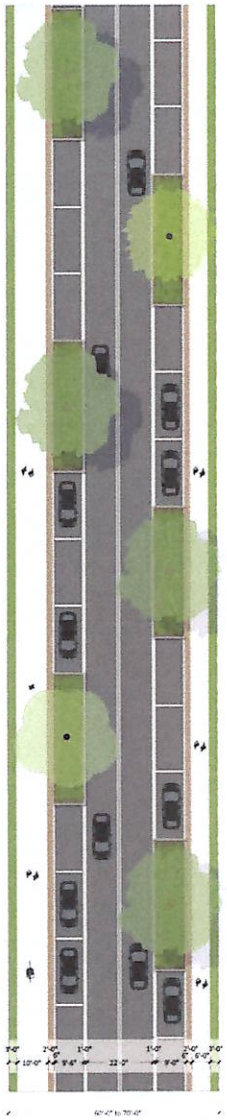


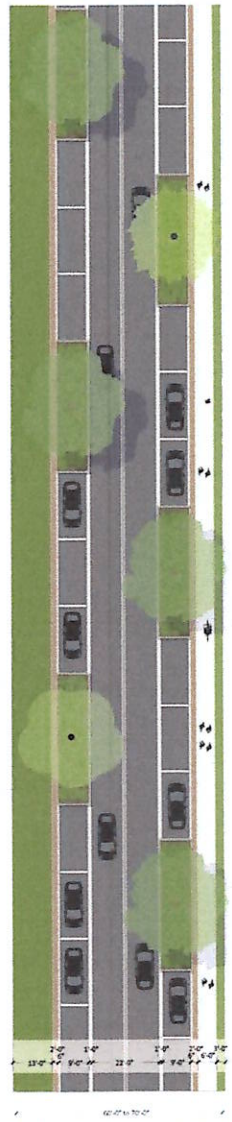
Option B



Section Scale



Option A: Parking Optional



Option B: Parking Optional



Plan Scale

Minor Collector (60' or 70' ROW)

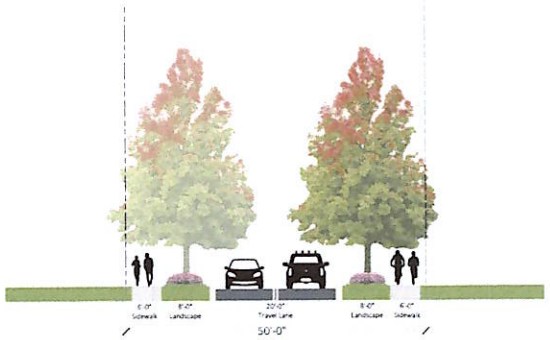
Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

2



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



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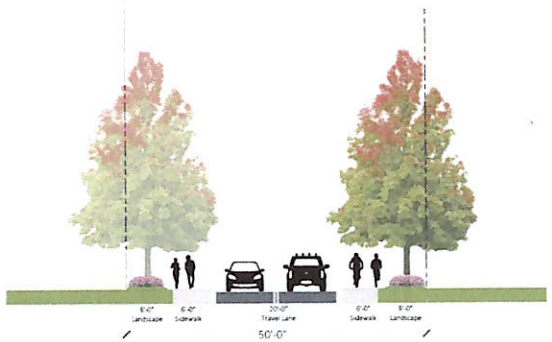
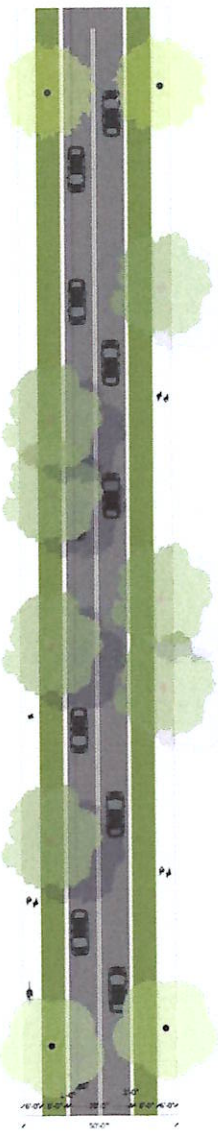


Option B





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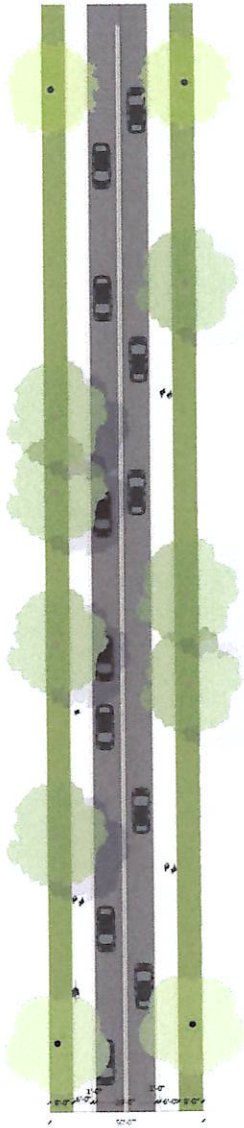


Option B

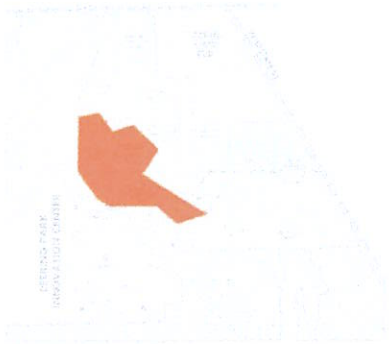


Neighborhood Higher Density Zones (50' ROW)

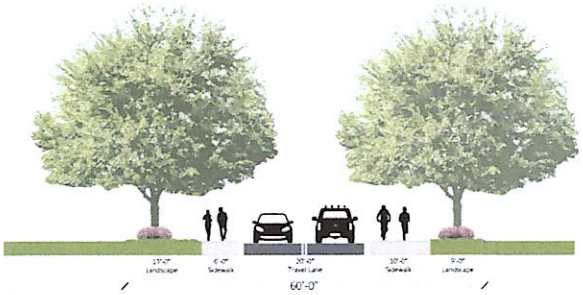
Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.4
November 10, 2020

3



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE

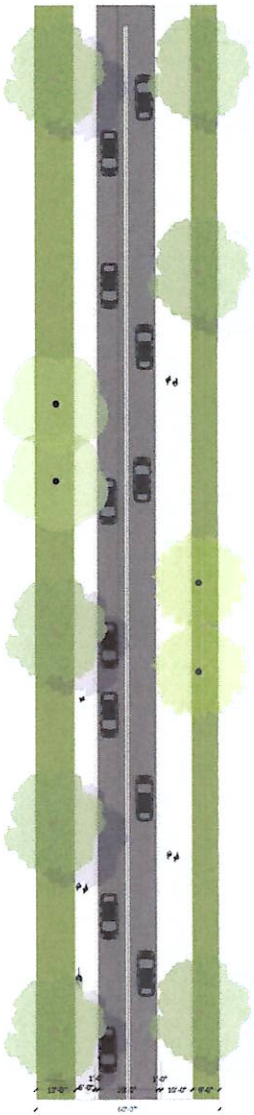


Option A



Option B





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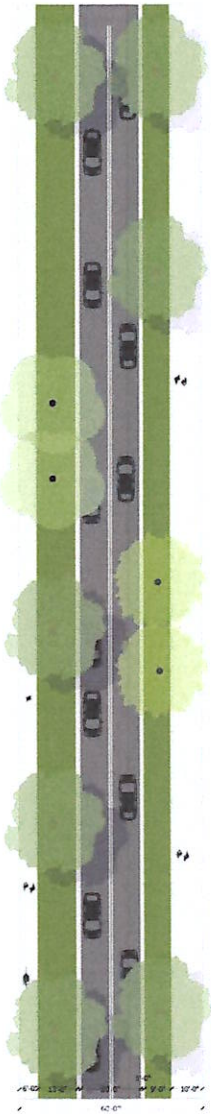


Option B



Neighborhood Higher Density Zones

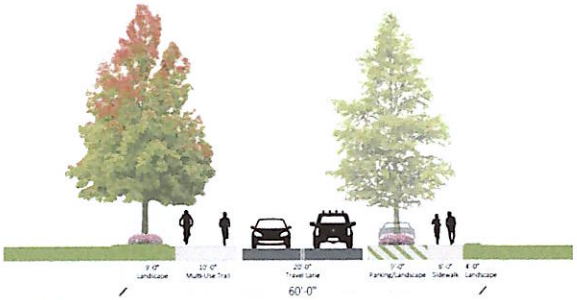
No Street Parking (60' ROW)

Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE



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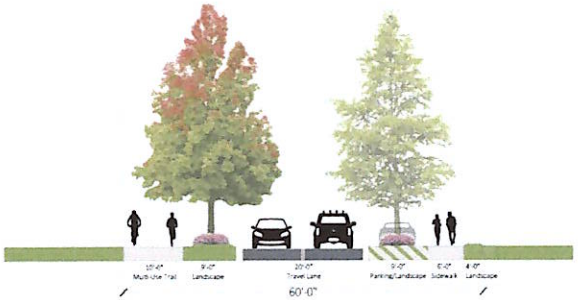

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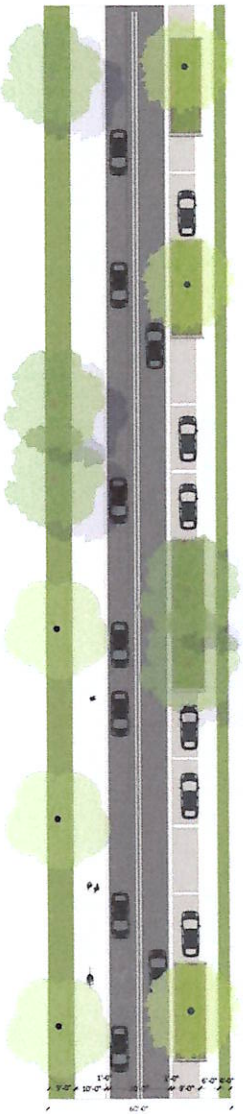
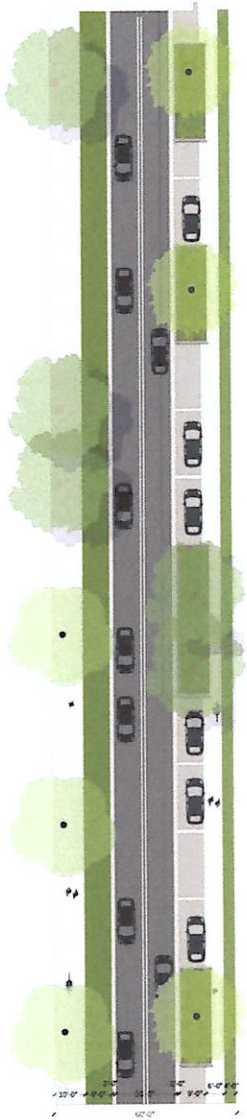


Option A



Option B



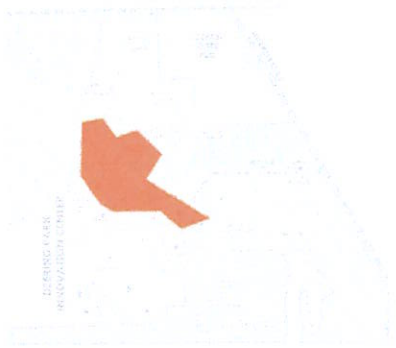
Neighborhood Higher Density Zones

Street Parking, 1 side (60' ROW)

Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

5



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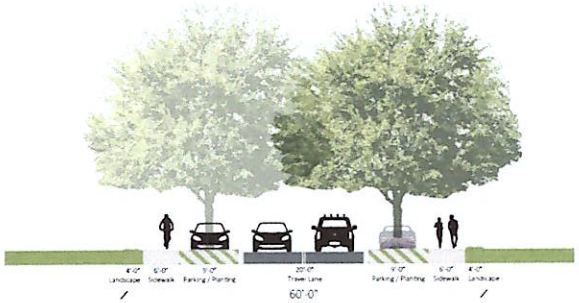
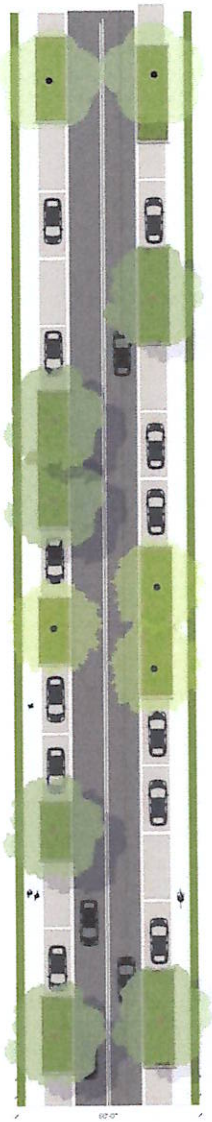


Option could have on street parking on both sides







Neighborhood Higher Density Zones

Street Parking, both sides (60' ROW)

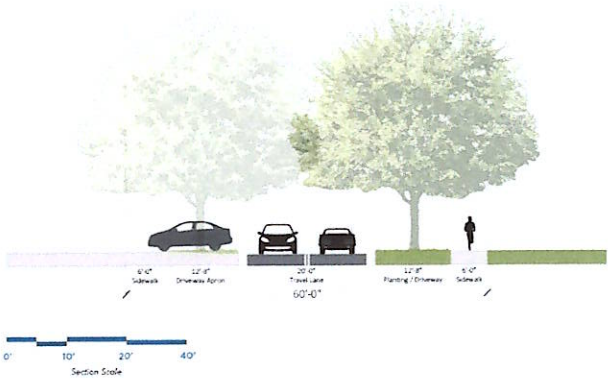
Transect Typologies: Deering Park Innovation Center

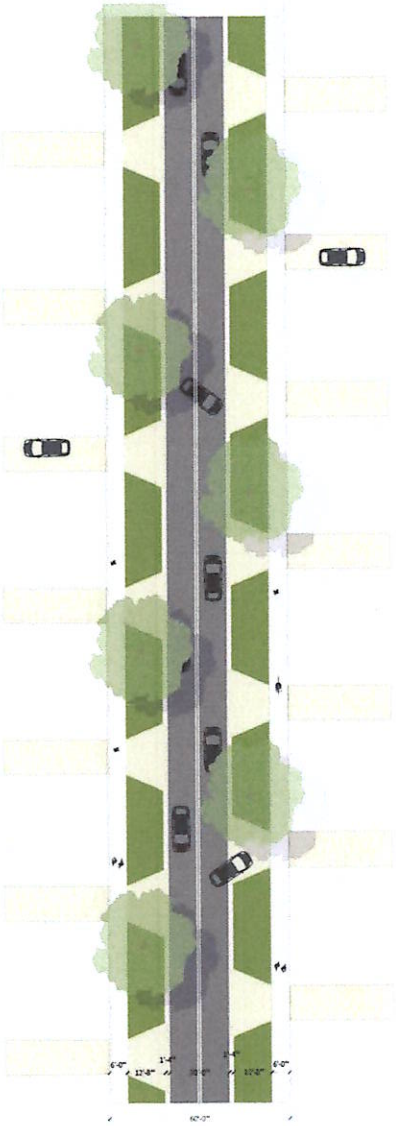
ML+H Project 19.19.10
April 16, 2024

6



TYPOLOGY KEY
SPECIFIC RESIDENTIAL DENSITY ZONE EXTENTS MAY CHANGE





Neighborhood Lower Densities (60' ROW)

Transect Typologies: Deering Park Innovation Center

ML+H Project 19.19.10
April 16, 2024

0' 20' 40' 80'
Plan Scale

7

EXHIBIT E: DESIGN GUIDELINES

DESIGN GUIDELINES These design guidelines provide information to assist with developing subdivision plats and site plans for the creation of the authentic Deering Park Innovation Center community, along with Exhibit "F" – Illustrative Examples of Community Features, which consist of photographs of various conditions and features. They are designed to provide guidance only and not to represent exact requirements.

1. . Build-to Lines:
    a. Buildings shall be positioned on lots to emphasize and enhance the public realm within the rights-of-way by providing building setbacks and build-to lines. Buildings shall not cause sight distance conflicts at intersections of roadways or alley ways. Setbacks and build-to lines which encourage the use of alleyways and/or front porches are highly recommended.
    b. Setbacks shall be established for residential and non-residential uses as described in the PUD Districts. Variations in setbacks/build-to lines along roadways shall be encouraged to provide visual relief while promoting front-porch communities and walkability.
    c. Elements such as stoops and stairs may encroach into the front setback and build-to lines.
2. Lighting: Outdoor lighting requirements shall be designed to direct lighting downward in accordance with dark skies techniques in order to reduce light pollution. Specific lighting types, fixtures, illumination times, energy efficiency and intensities shall be addressed in subdivision plats and site plans for each phase.
3. Walkability:
    a. The interconnected network of local streets shall be designed at lower speeds (25 mph or less) as an amenity to pedestrians and cyclists. On-street bicycle and low speed vehicles including golf carts shall be permitted on local streets but not collectors.
    b. Safely lit sidewalks with physical separation from adjacent roadways (via curbing or otherwise adequate spatial separation) shall be provided to encourage night-time use.
    c. Woonerfs, or streets designed to be shared with pedestrians, shall also be encouraged in appropriate locations in the design of neighborhoods.
    d. In all residential areas, the planting of street trees shall be required to provide shade over time and promote pedestrian activity, recognizing that these street trees cannot cause impacts to sidewalks, underground utilities or streets and must be placed in appropriate locations.
4. Block Size:
    a. Other than to preserve natural resources or accommodate large employers, block sizes should not exceed 1400 ft. maximum length.
    b. Blocks may be larger and the roads irregular to accommodate natural conditions and large employers, but the intent is to provide connectivity to improve circulation.

c. The intent of the project is to have diverse lot sizes, housing sizes, elevations, colors and other techniques to avoid a "cookie cutter" subdivision with identical homes in a row and to provide for diverse housing options throughout the community.

5. Parking Locations (on- and off-street):
   a. Off-street parking requirements shall be in accordance with the City of New Smyrna Beach Land Development Regulations, as amended by this PUD Agreement, which incorporate maximum parking space requirements in addition to minimum parking provisions. Shared parking is also encouraged to reduce the amount of parking. Golf cart and bicycle parking shall also be provided in all non-residential areas.
   b. Off-street parking must accommodate sidewalks and pedestrian safety between the principal building entrance(s) and the street right-of-way. Off- street parking shall not be permitted between the principal building and the right-of-way, if parked vehicles are likely to obstruct sidewalks or create sight distance problems at intersections. Parking plans must be approved as part of the subdivision plat or site plan.
   c. Parking for electric vehicles - Off-street and on-street parking spaces reserved for electrical vehicles, augmented with charging stations, shall be encouraged.
   d. Temporary event or overflow parking for non-residential uses shall be allowed on level grass lots or other non-paved surfaces. Such parking is specifically not allowed within Swale or Dry Stormwater Retention Areas.
   e. Off-street parking for non-residential uses is encouraged to locate a minimum of 50% of such parking in the rear of primary structures. Parking in the front of primary structures may be appropriate on a caseby-case basis as part of an overall site plan and landscape buffer review.
   f. All ADU's shall provide for one (1) additional parking space, on the lot, above the principal unit's required parking count.
   g. Residential lots or residential subdivisions will provide for a minimum average of 4 spaces per home as averaged using the entire subdivision. The calculation for the average of 4 spaces per single-family home and 3 spaces per multi-family home shall include garage spaces, and the residential units that have one car garage spaces or smaller homes with one bedroom, and on street parking specifically permitted and identified for resident parking.
   h. Parking along residential streets shall be specifically prohibited unless parking spaces are specifically designated within widened street areas.
   i. Although the community will be developed as a walkable, multi-modal friendly mixed-use development, there shall be no reduction in required parking as a result of said walkability and alternative transportation options.

6. Non-Residential Building Entrances:
   a. Main entrances should be oriented toward the street or streets.
   b. Although the main aesthetic emphasis shall be on the primary facade(s), all building elevations shall receive architectural treatment. The style of windows shall remain uniform on all sides of the building.

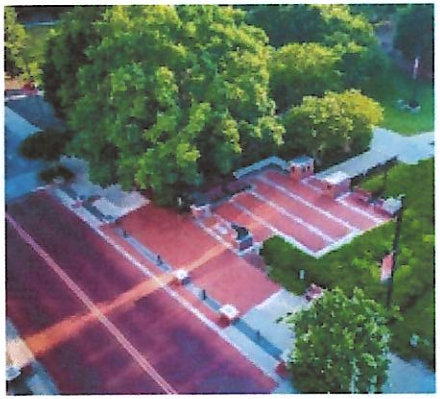
c. Primary entrances shall have either a protruding or raised roof, a stoop, a projection or recession in the building footprint a minimum of three feet (3') in depth that clearly identifies the entrance.
d. In addition, every primary entrance shall have two (2) other distinguishing features from the list below: i. Variation in roof height around door; ii. Canopy or portico; iii. Raised cornice or parapet over door; iv. Arches or columns; v. Patterned specialty paving at entrance and along walkway; vi. Ornamental and structural architectural details other than cornices over or on the sides of the door; or vii. Any other treatment, which, in the opinion of the City, meets the intent of this section.

7. Public Space Standards/Streets/Squares/Transit/Bikes:
   a. A transit route is not anticipated within the development until the extension of Williamson Boulevard is constructed. Until that time, the landowner will coordinate with Votran on an annual basis to determine if any routes will be located within ¼ mile of the project. Transit availability and potential bus shelters/stops shall be coordinated with Votran and will be addressed at the subdivision plat or site plan process for each phase.
   b. Roadway design shall encourage bicycle and pedestrian mobility options and shall also be designed to support rubber-tire transit and autonomous vehicle opportunities.
   c. Use of low-speed vehicles, as defined by Florida Statutes, shall be permitted on local streets and may be permitted on multi-use paths provided they conform with the standards for such paths.
   d. Lots may front on a common open space such as a mew (park area in front of homes), which is served by an alley, or on a Housing Court, without an alley.
   e. Up to six lots may be accessed by a commonly held easement drive that is un-gated and designed to permit fire access.
   f. Up to 12 lots may front on a common open space such as a mew without access to an alley as part of a pocket neighborhood, clustered groups of neighboring houses, villas, townhouses or apartments gathered around a shared open space, with a common fire access plan.
   g. Roadways should be interconnected as much as possible while keeping in mind the need to preserve or reduce impacts on natural resources.
   h. Parks shall incorporate bicycle and pedestrian amenities as appropriate, such as bike racks, benches, shade and water fountains. Any potential bus shelters/stops shall be coordinated with Votran during the subdivision plat and site plan approval process.

8. Provisions for Shade:
   a. a. Landscaping plans, including street trees, shrubs and groundcover shall be addressed during the subdivision plat and site plan approval process to provide shade for pedestrians and create the Deering Park Innovation Park experience.
   b. For non-residential uses, designs shall encourage pedestrian shade areas and may

include provisions for shade trees to be planted or shade structures to be erected

c. along major pedestrian routes on site and main entrances of buildings on the same site.



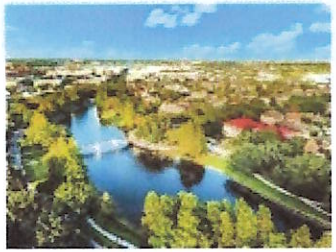














F | Illustrative Examples of Community Features

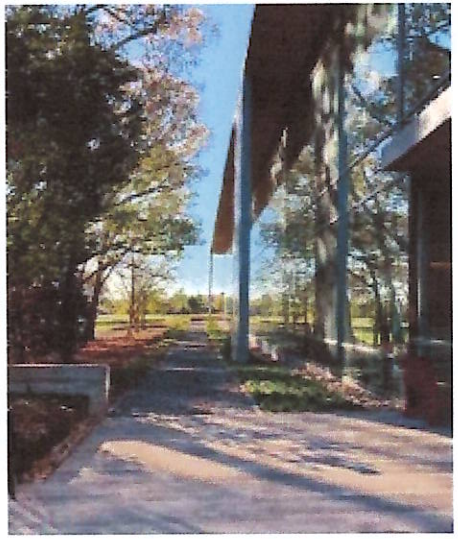
Town Square Conceptual Character

ML+H Project 19.94
November 23, 2020

ML+H





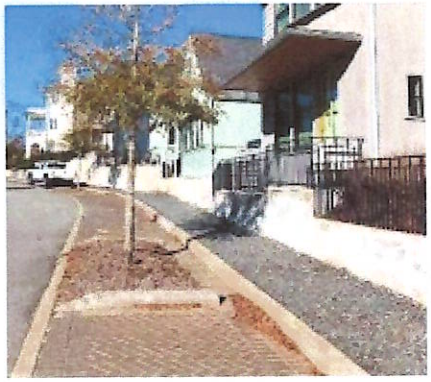










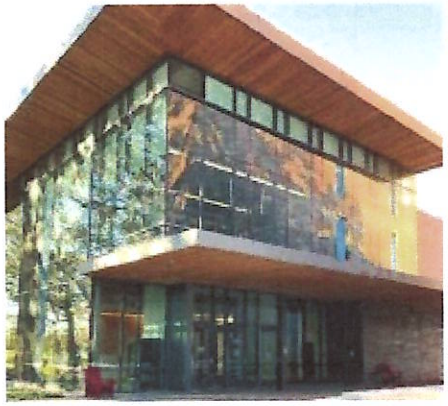


F | Illustrative Examples of Community Features

Roadways, Pathways + Natural Buffering

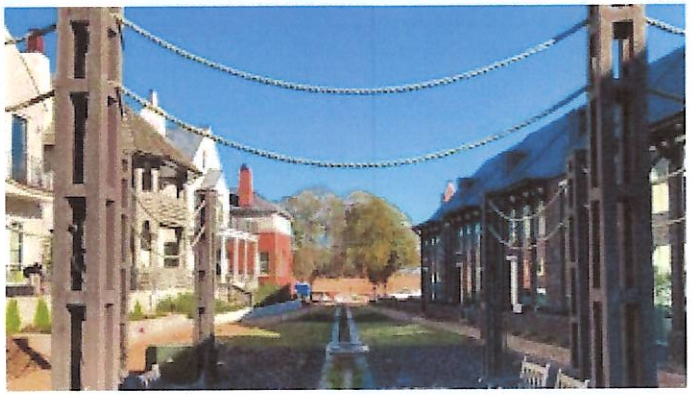
ML+H Project 19-94
November 23, 2020

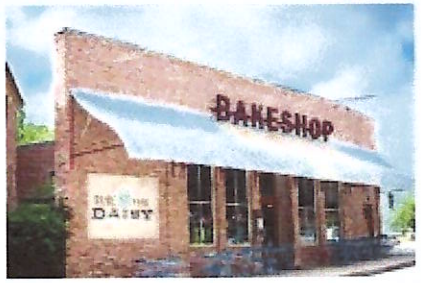
ML+H

















F | Illustrative Examples of Community Features

Architectural Style & Character

ML+H Project 9.34
November 23 2020

ML+H

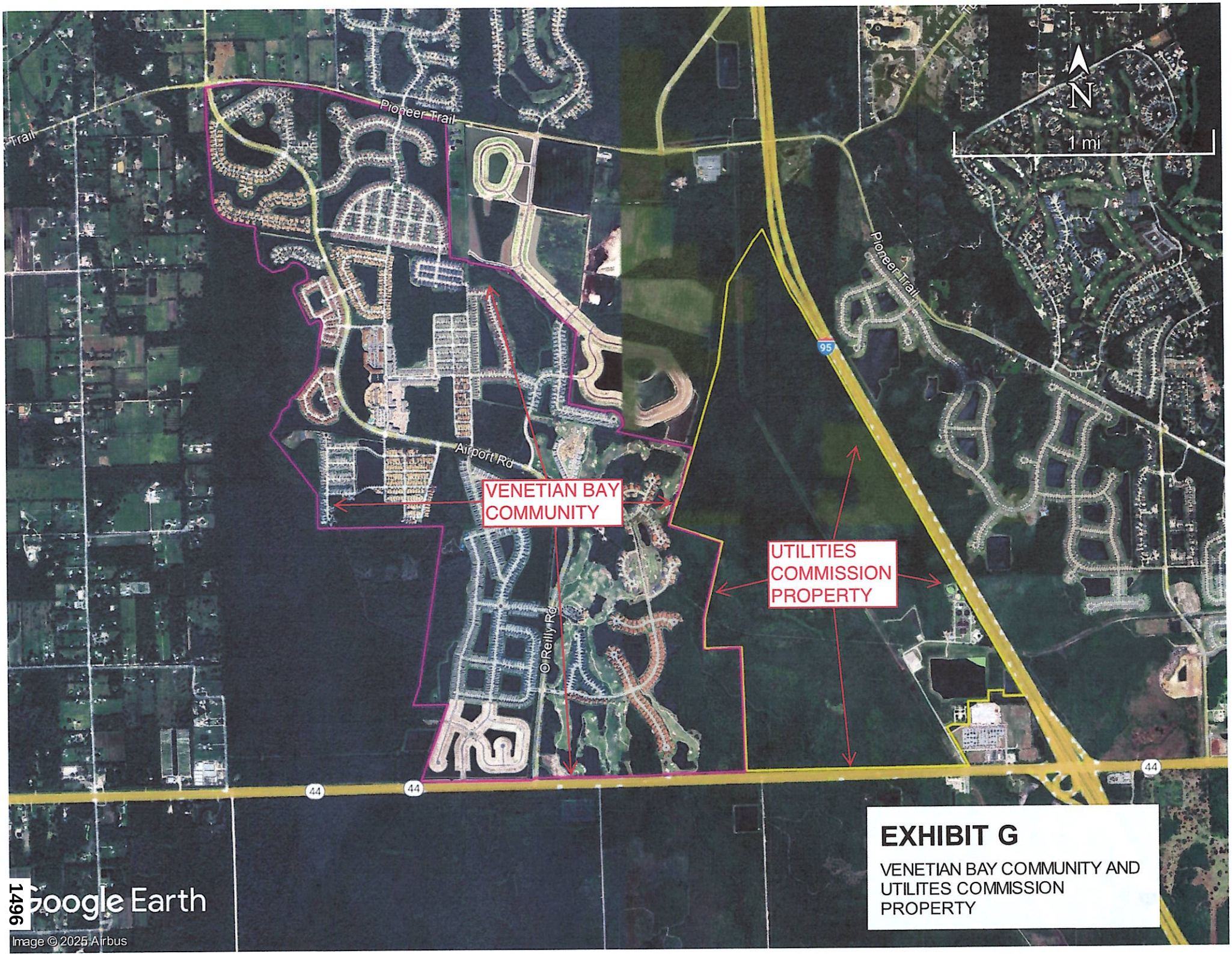


EXHIBIT G

VENETIAN BAY COMMUNITY AND UTILITES COMMISSION PROPERTY

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 51-24 Deering Park Innovation Center Rezoning

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 22-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 18.18 ± ACRES OF LAND LOCATED ON PAIGE AVENUE.

May 13, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 18.18 ± acres
- **Location:** South side of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0820

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2,

2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C.**

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use category and a Conservation zoning designation since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. The existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Special Warranty Deed are attached as **Exhibits H** and **I**. A declaration of Restricted Covenant is attached as **Exhibit J**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to approve the requested annexation application.

The Planning Department recommends that the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

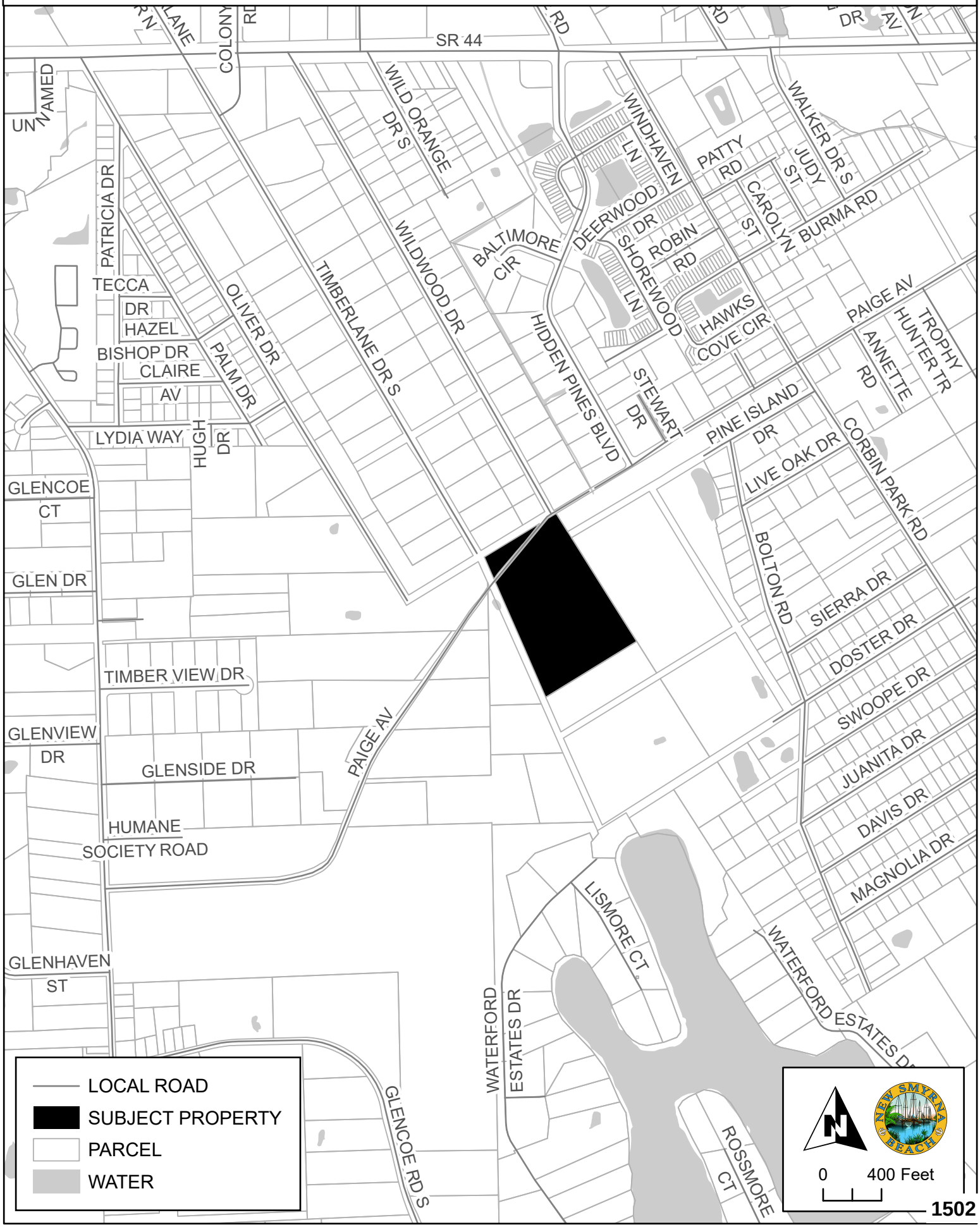
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Special Warranty Deed.pdf
Exhibit J Dedication to Public Use.pdf
Business Impact Estimate - Ord 22-25 Paige Ave.pdf
Ord 22-25 Annex Paige Ave.pdf

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP



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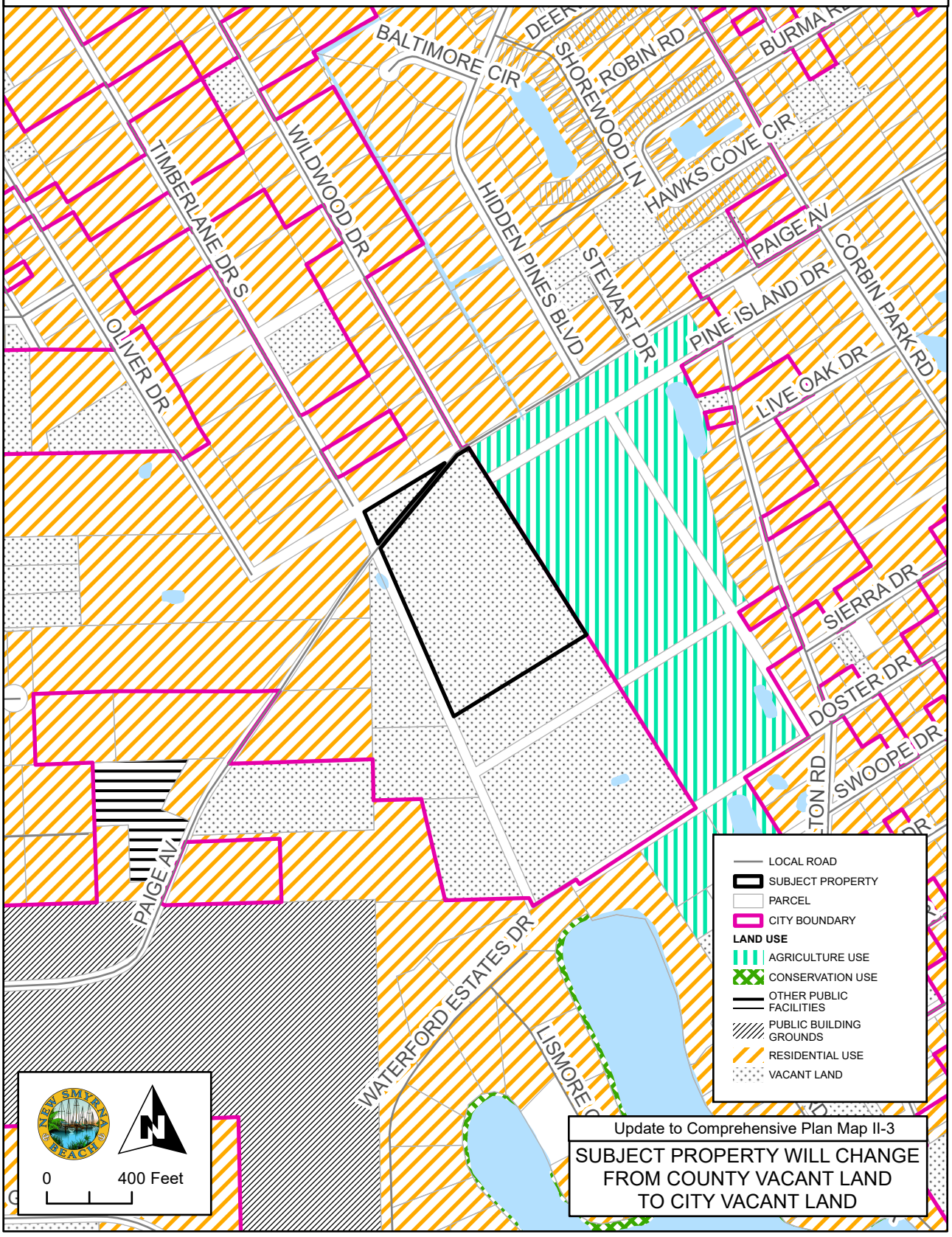
A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 AERIAL MAP



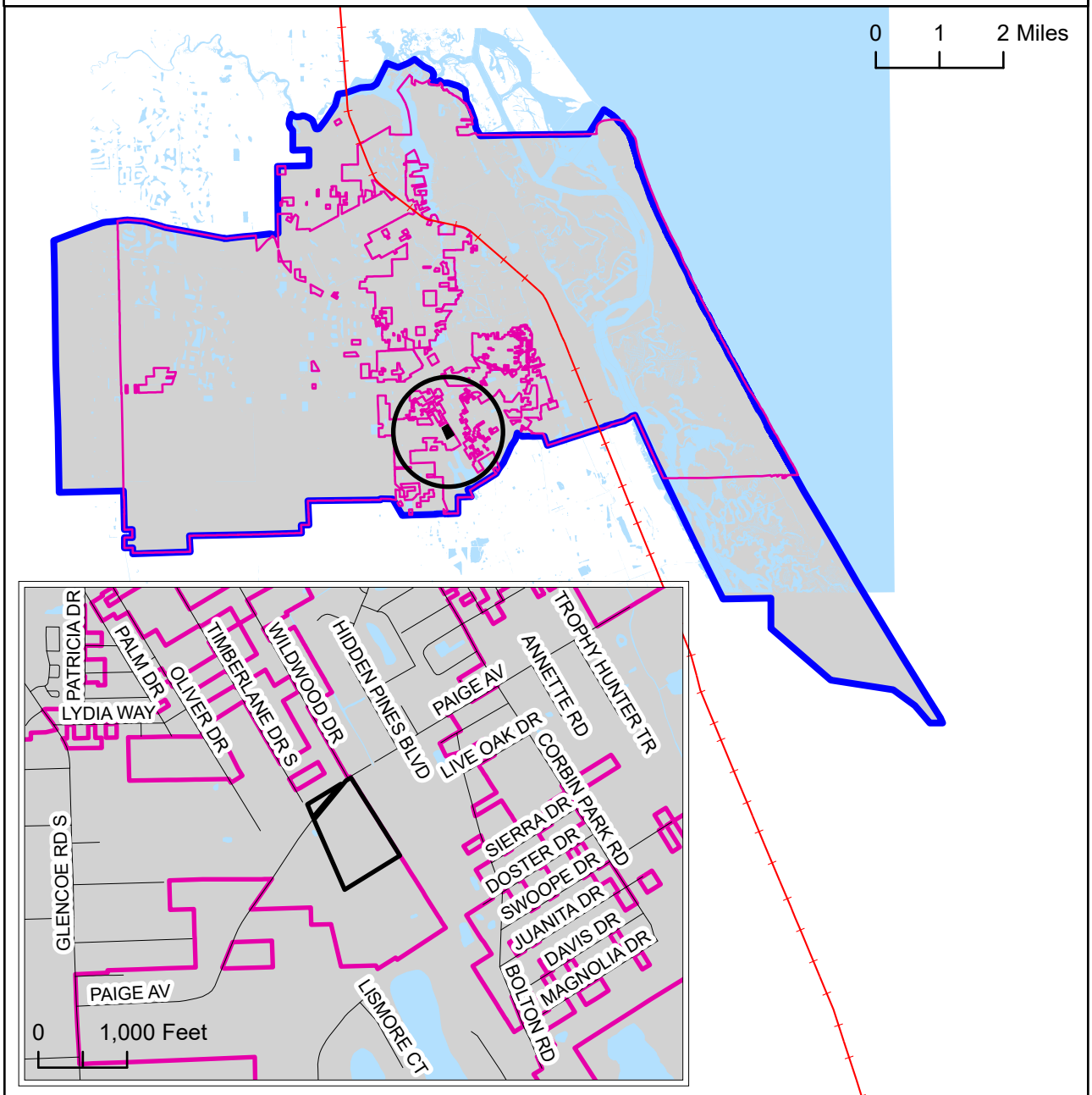
EXISTING LAND USE DESIGNATIONS

A-3-25



WATER AND SEWER SERVICE AREA

A-3-25

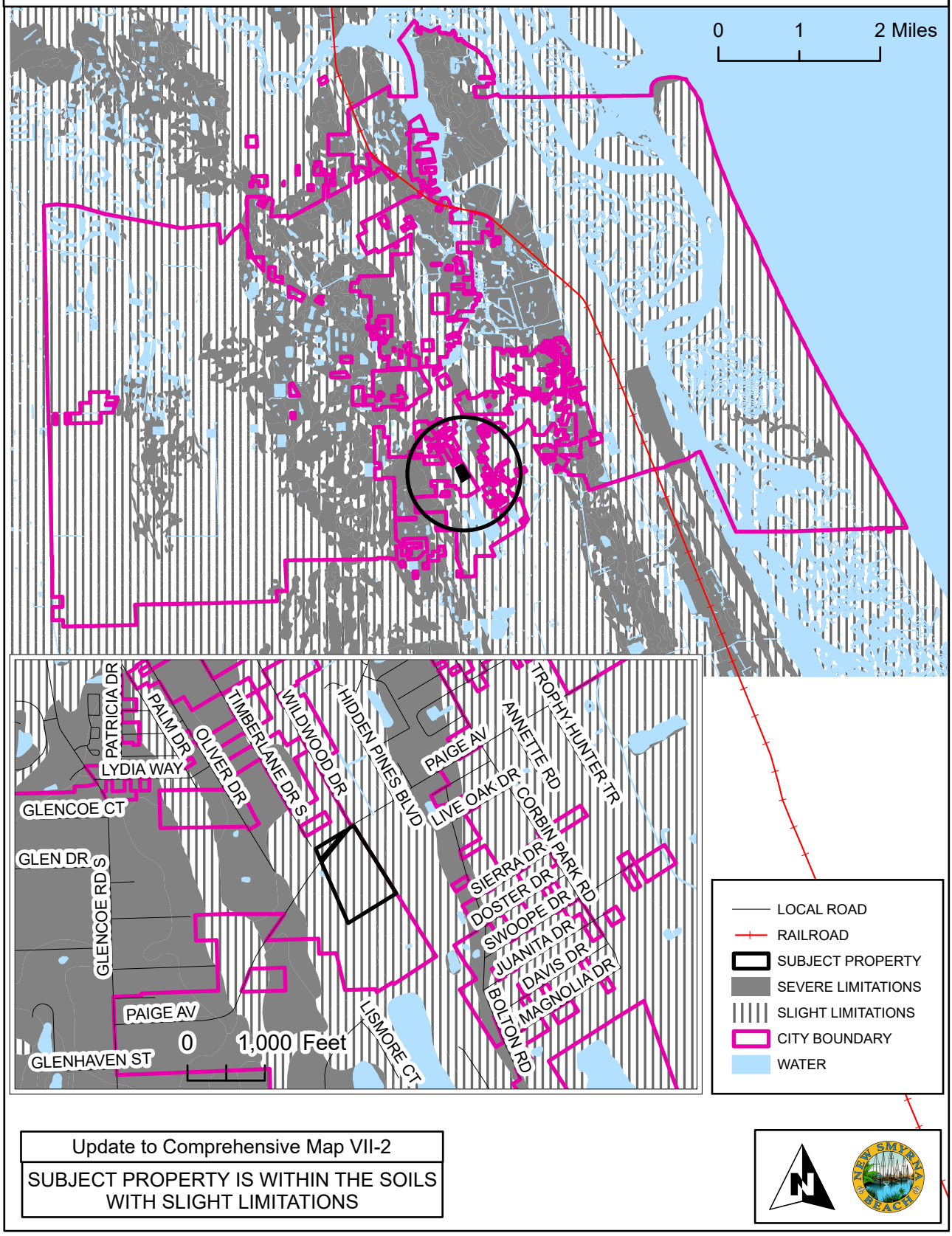


Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- WATER AND SEWER SERVICE AREA
- CITY BOUNDARY
- WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-3-25

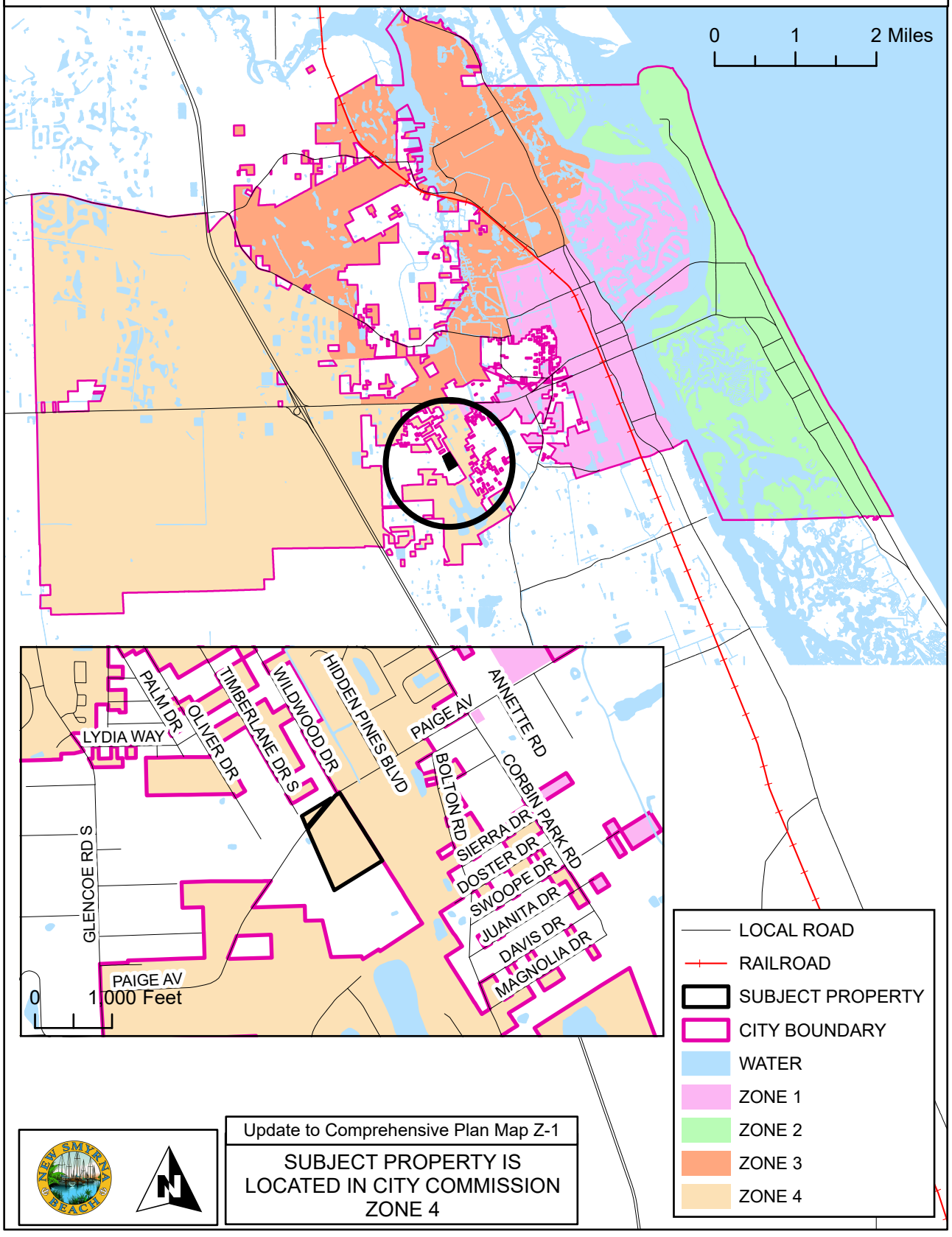


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

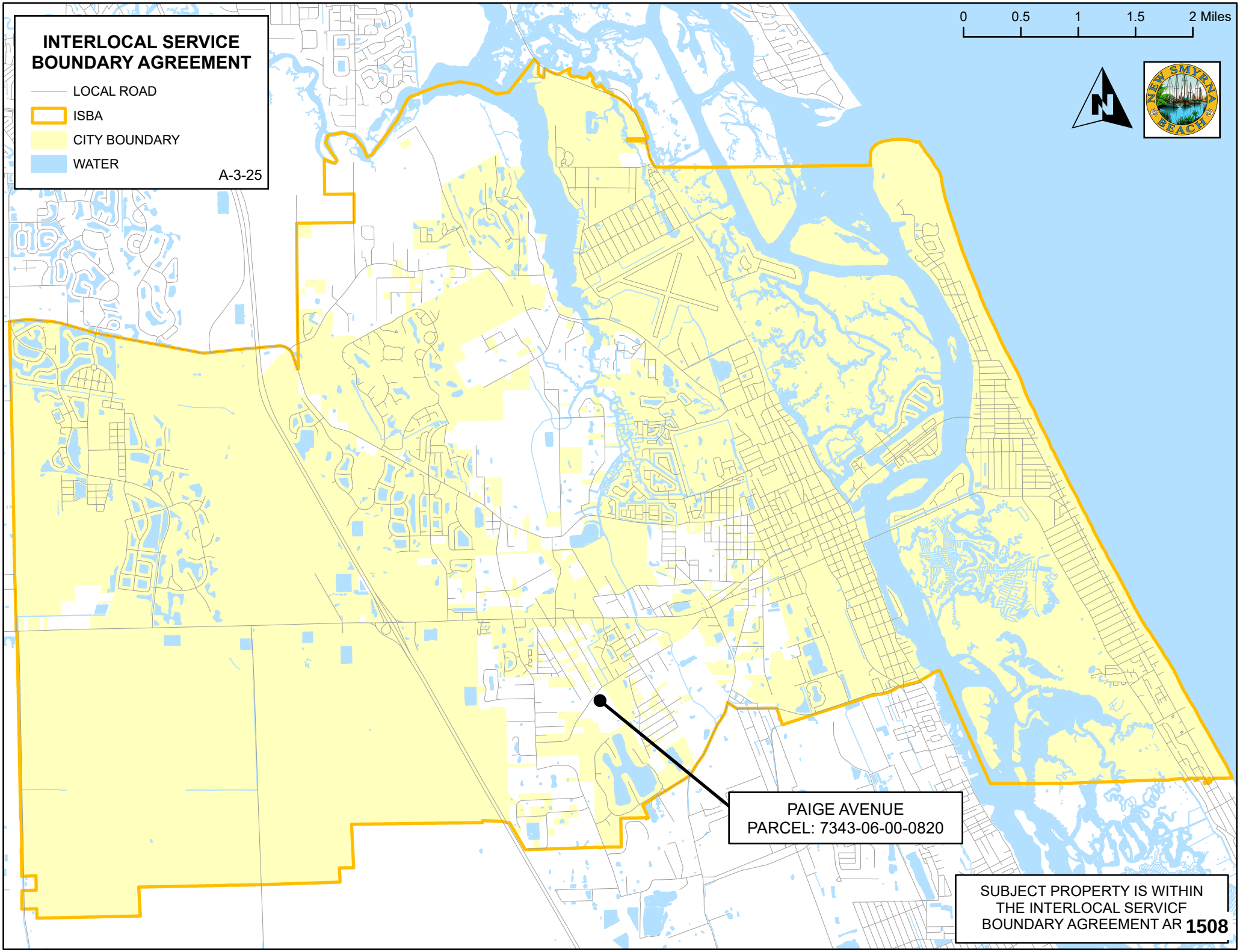
COMMISSION ZONES

A-3-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1508

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

Metes and Bounds by Professional Title Agency

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

Parcel ID(s): 734306000820

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

CITY OF NEW SMYRNA BEACH,
a Florida local government

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

By:

Print Name: KEVIN GOWER

Title: CITY MANAGER

Date: 2/10/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT DAY

Date: 2/19/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 18 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced IN PERSON as identification.

(SEAL)

Tammy M. Kosorok

Signature of Notary Public

Print Name: TAMMY M. KOSOROK

Commission No. HH 056990

My Commission Expires: 2/25/25

KOSOROK
...n # HH 056990
...ebruary 25, 2025
...Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 22-25 Annexing Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 22-25 annexes land into the City for preservation under the Turnbull Creek Referendum Bond

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 22-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 18.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, AT THE TERMINUS OF WILDWOOD AND SOUTH TIMBERLANE DRIVES; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road at the terminus of Wildwood and South Timberlane Drives; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

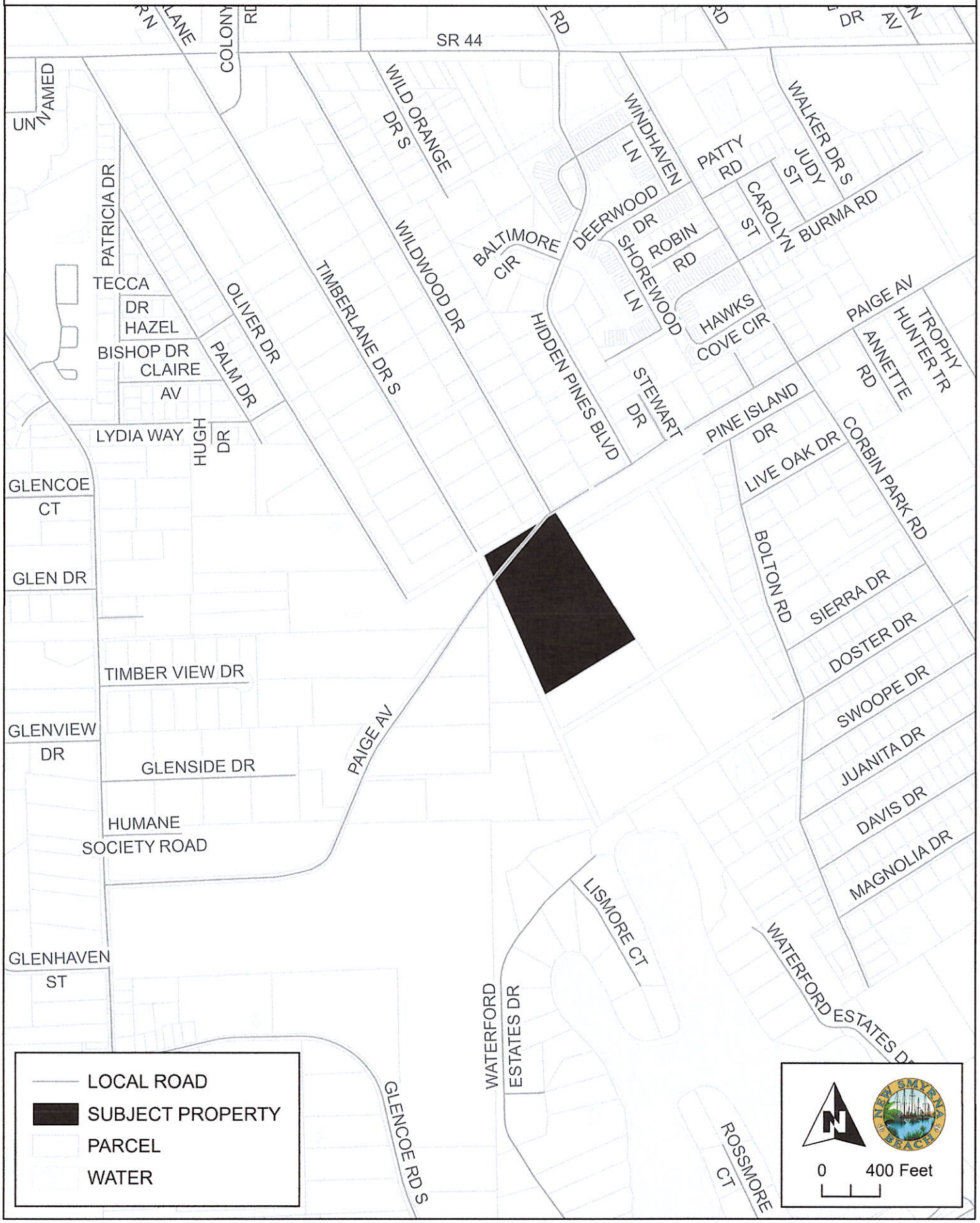
Metes and Bounds by Professional Title Agency

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

EXHIBIT "A"

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP



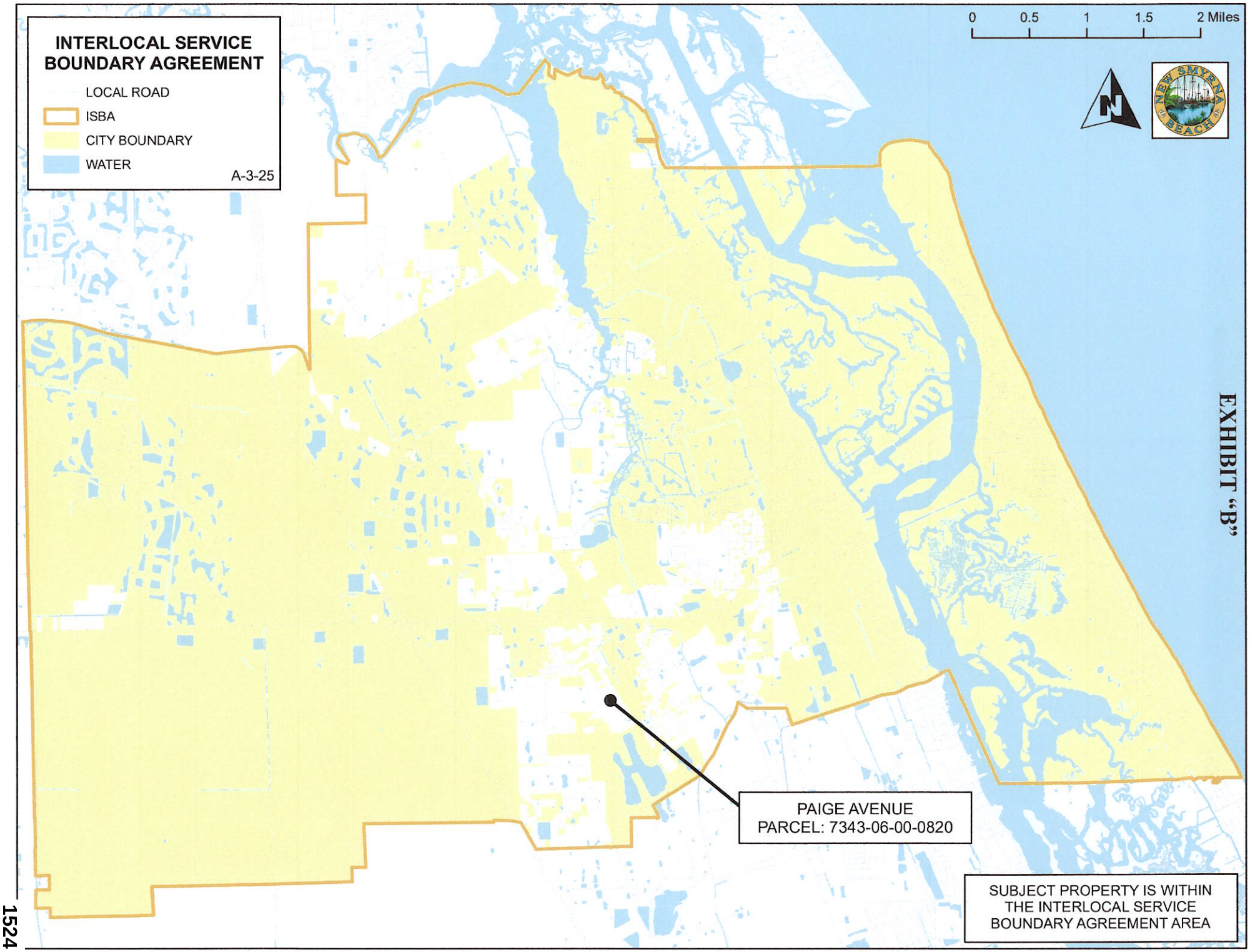
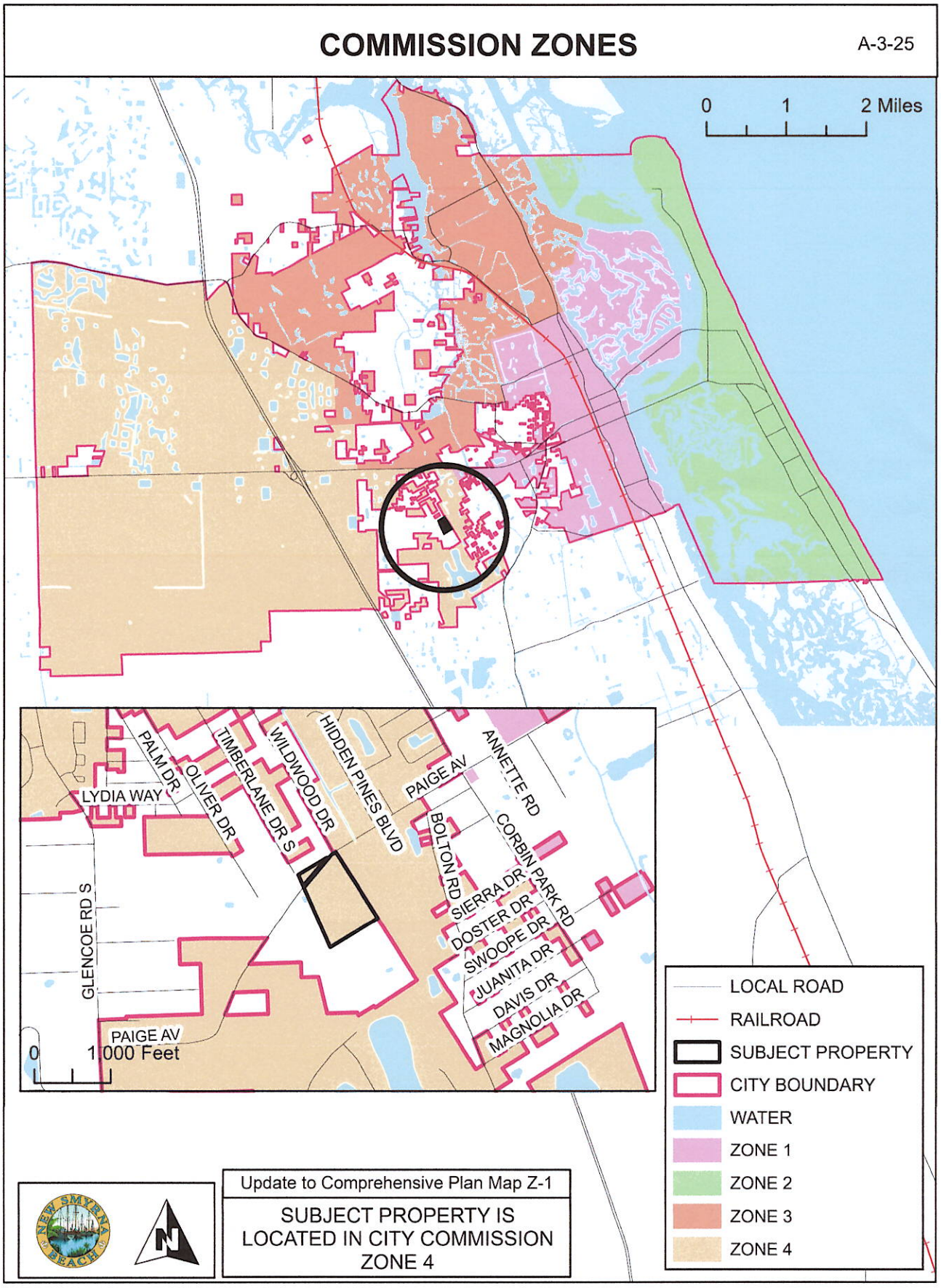

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
EXHIBIT "B"
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 23-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD PROPOSE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT FOR PROPERTY LOCATED ON PAIGE AVENUE, CHANGING THE FUTURE LAND USE CATEGORY TO CONSERVATION AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 13, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Low Intensity and Low Impact Urban.
- **To:** City FLU category of Conservation.

Site Information:

- **Size:** 18.18 ± acres
- **Location:** South side of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0820

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use designation for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use category and a Conservation zoning designation since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. As discussed above, the existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Special Warranty Deed are attached as **Exhibits Y** and **Z**. A declaration of Restricted Covenant is attached as **Exhibit AA**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

Fiscal Analysis:
N/A

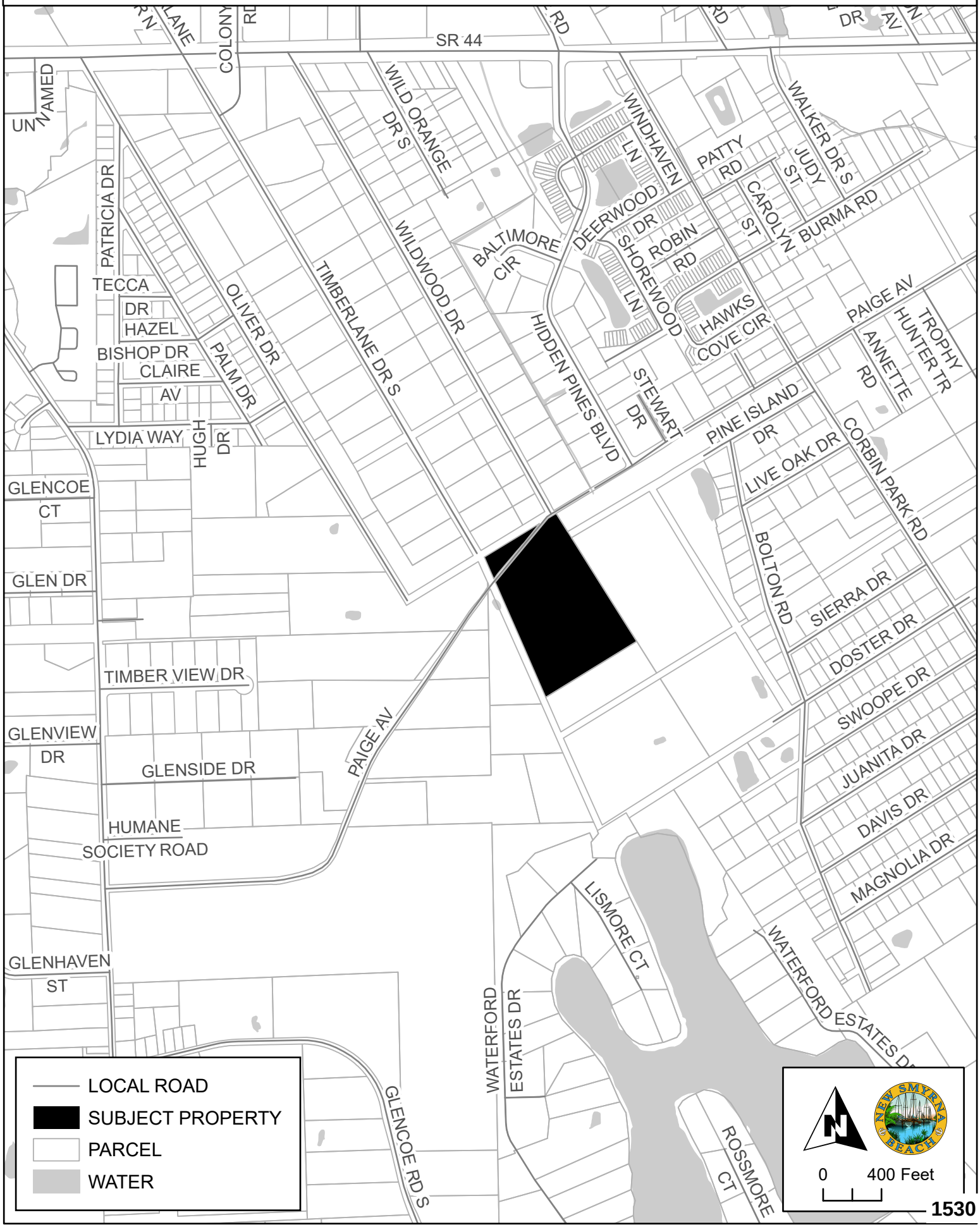
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Low Impact Urban FLU.pdf
Exhibit D County Urban Low Intensity FLU.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Special Warranty Deed.pdf
Exhibit AA Dedication to Public Use.pdf
Business Impact Estimate - Ord 23-25 Paige Ave.pdf
Ord 23-25 Small Scale Paige Ave.pdf

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP

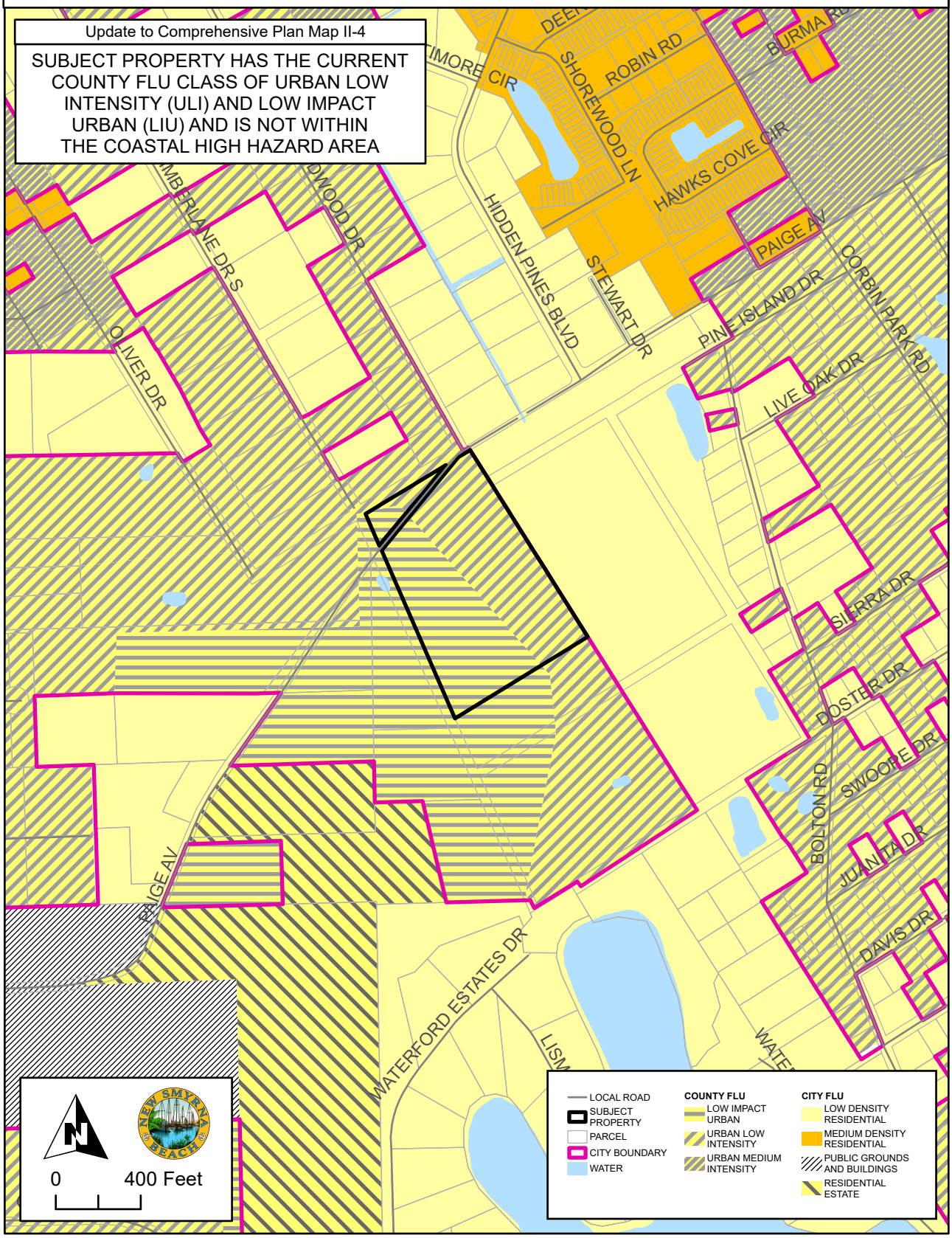


A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-3-25



Low Impact Urban (LIU) –

This designation consists of lands which are determined to be suitable for urban type development and are adjacent to existing urban development. Lands designated LIU serve as a transition between highly protected natural resource areas and existing urban development. The LIU is primarily a residential designation but may allow limited commercial development. Sites within this designation may be determined to be suitable for urban type development only if they meet the following criteria:

(1) The Planned Unit Development zoning process will be used to implement the LIU provisions if the applicant proposes more intense uses than what is allowed. For proposals that do not propose a density increase, straight rezoning is allowed.
(2) The site is serviced by central utilities at the time of application for development approval.
(3) The gross residential density does not exceed one (1) dwelling unit per acre.
(4) At least twenty percent (20%) of the total development site is set aside for the preservation of upland habitat sited in an ecologically strategic manner (e.g., adjacent to wetlands).
(5) Encroachment into wetlands and wetland buffers shall be avoided to the maximum extent practicable.
(6) Residential developments should be clustered.
(7) Low intensity, commercial development may be allowed in the LIU designation only if it meets the following additional criteria:

    (a) The development does not exceed a Floor Area Ratio of thirty-five percent (0.35 FAR).
    (b) The proposed use is ancillary to residential development in the immediate area. Nonresidential developments intended to serve the community or regional market area (see Shopping Center definition in Chapter 20) are not allowed in the LIU.
    (c) The buildings within the development are clustered.

(8) In order to protect environmental resources and ensure neighborhood compatibility, commercial development proposals may also be required to:

    (a) Use stricter lot coverage or impervious surface ratios. Chapter 1 Page 10 of 165 April 4, 2024 (through CPA 23-006)
    (b) Provide increased landscape buffers and/or open space requirements.
    (c) Reduce the amount of parking on-site either through adjusted parking ratios or reduced parking space size.
    (d) Limit the type of commercial uses allowed

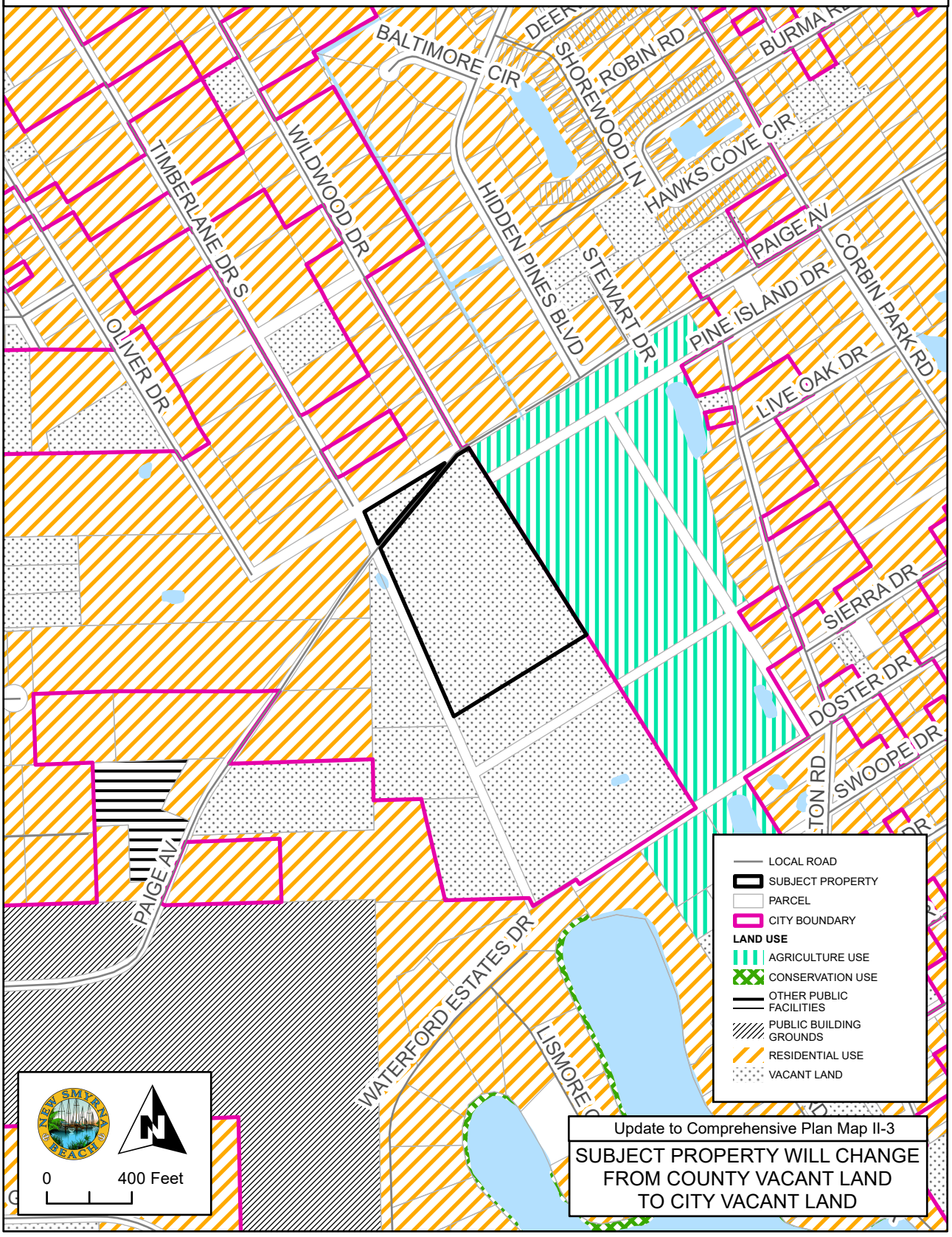
Urban Low Intensity (ULI) – Areas for low density residential dwelling units of up to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-3-25



CONSERVATION

Maximum allowed Floor Area Ratio (FAR): 0.10

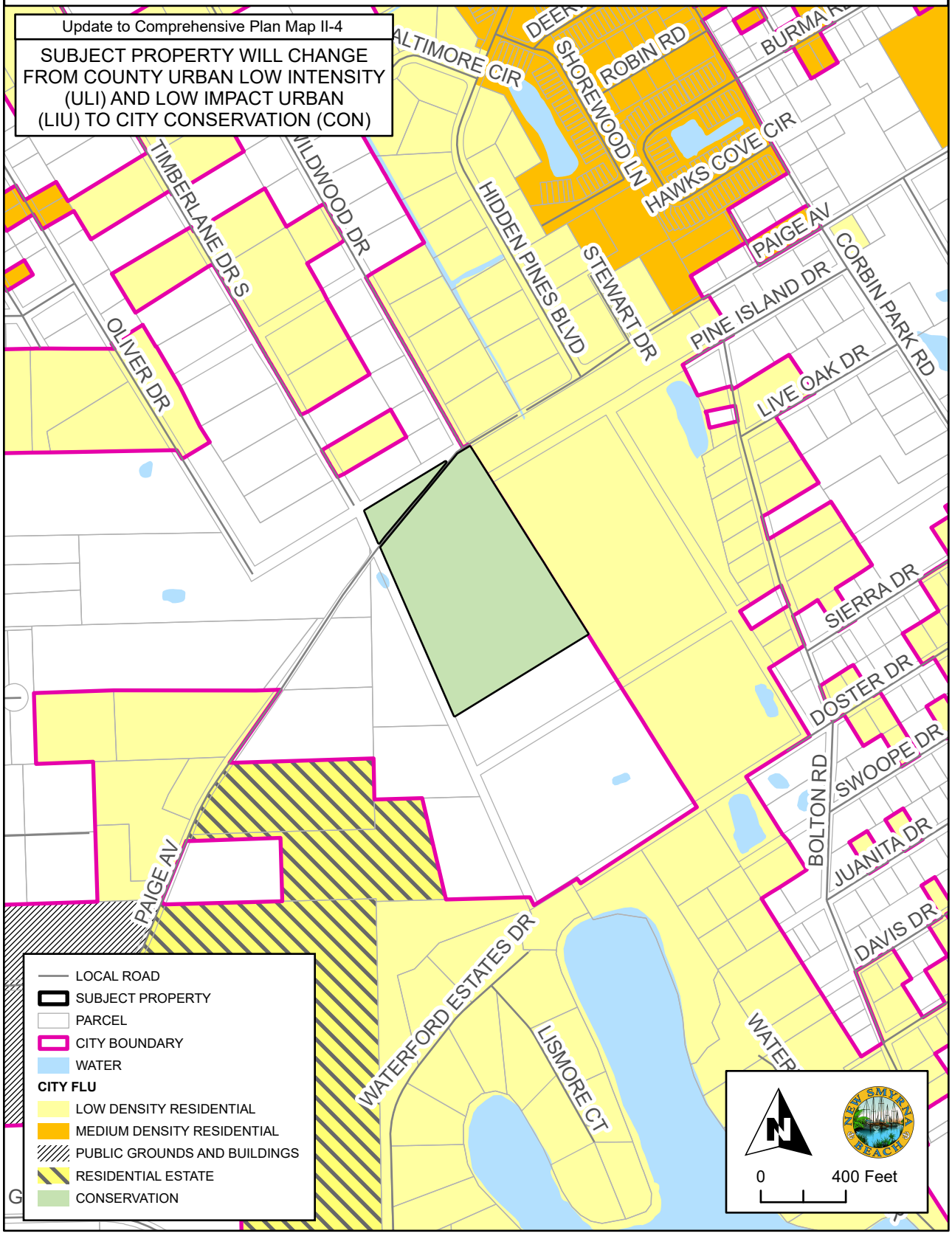
The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

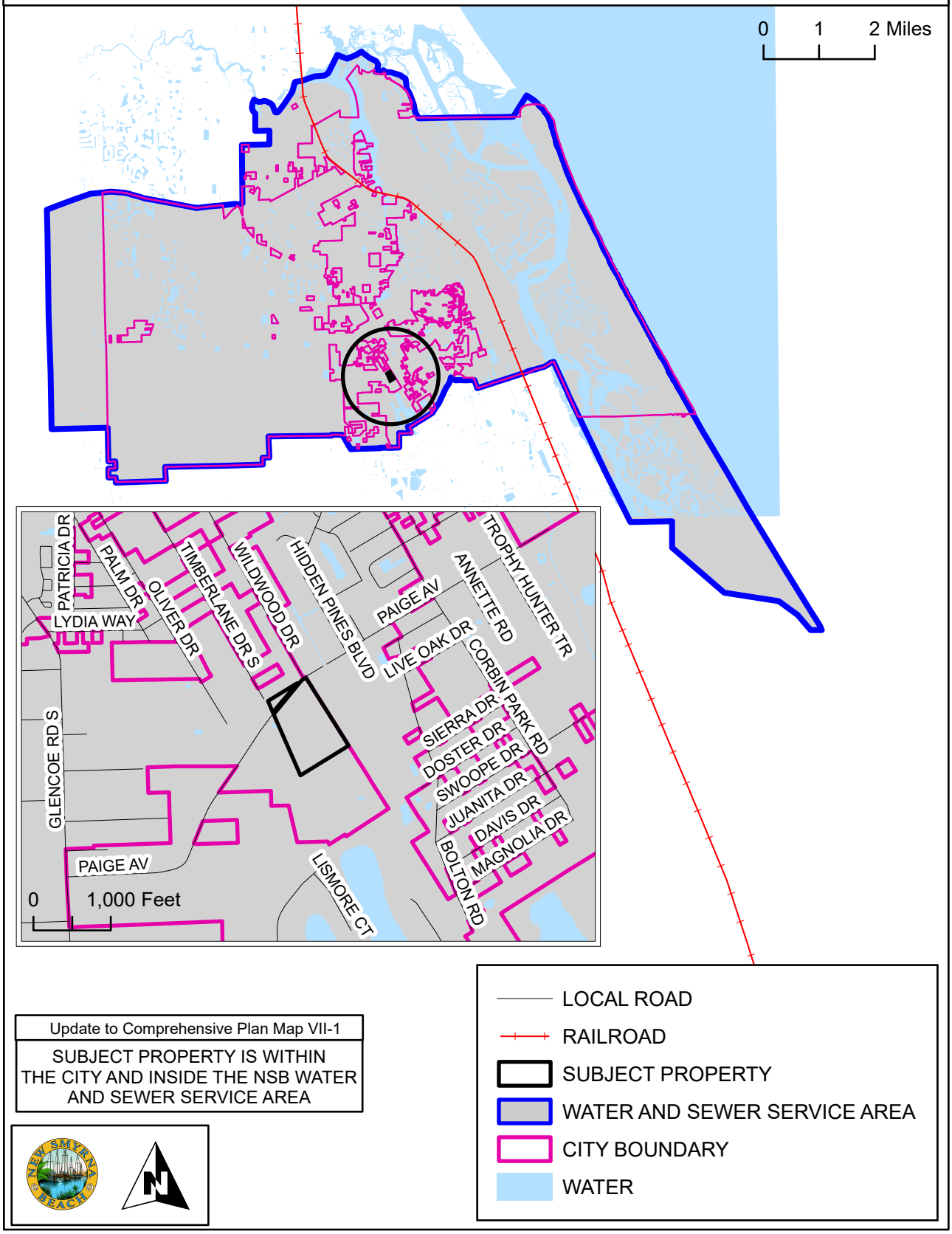
PROPOSED FUTURE LAND USE DESIGNATIONS

A-3-25



WATER AND SEWER SERVICE AREA

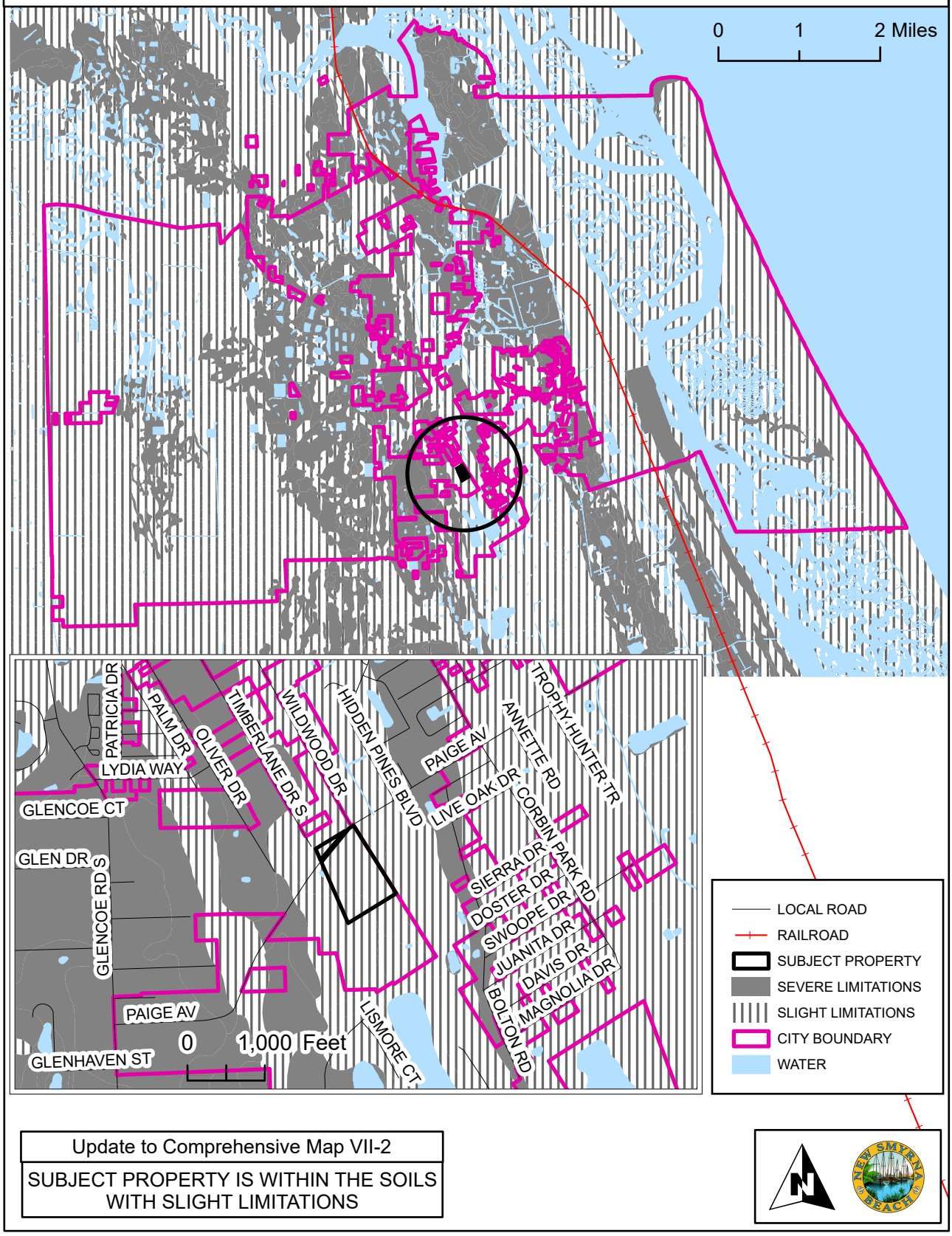
A-3-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-3-25

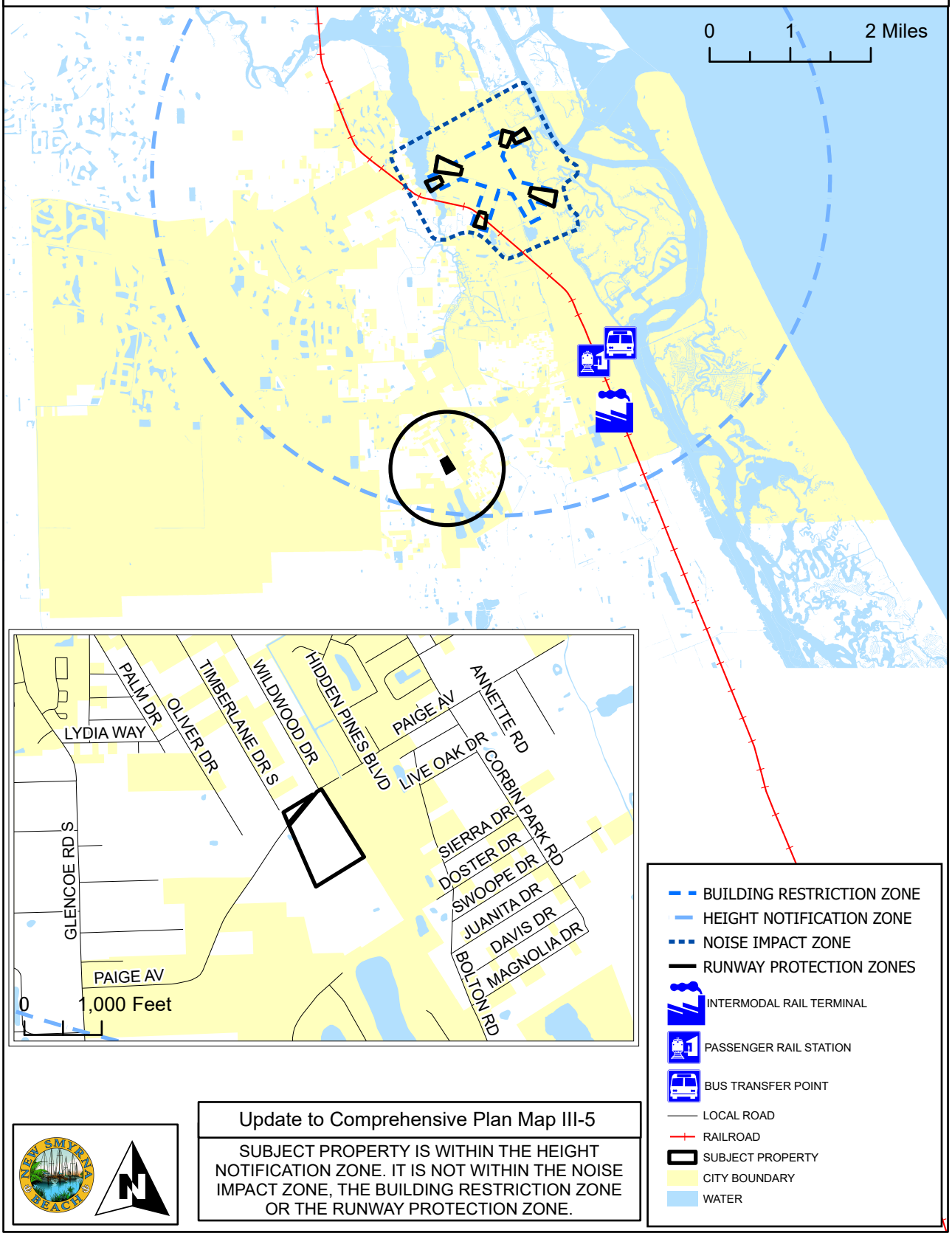


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-3-25

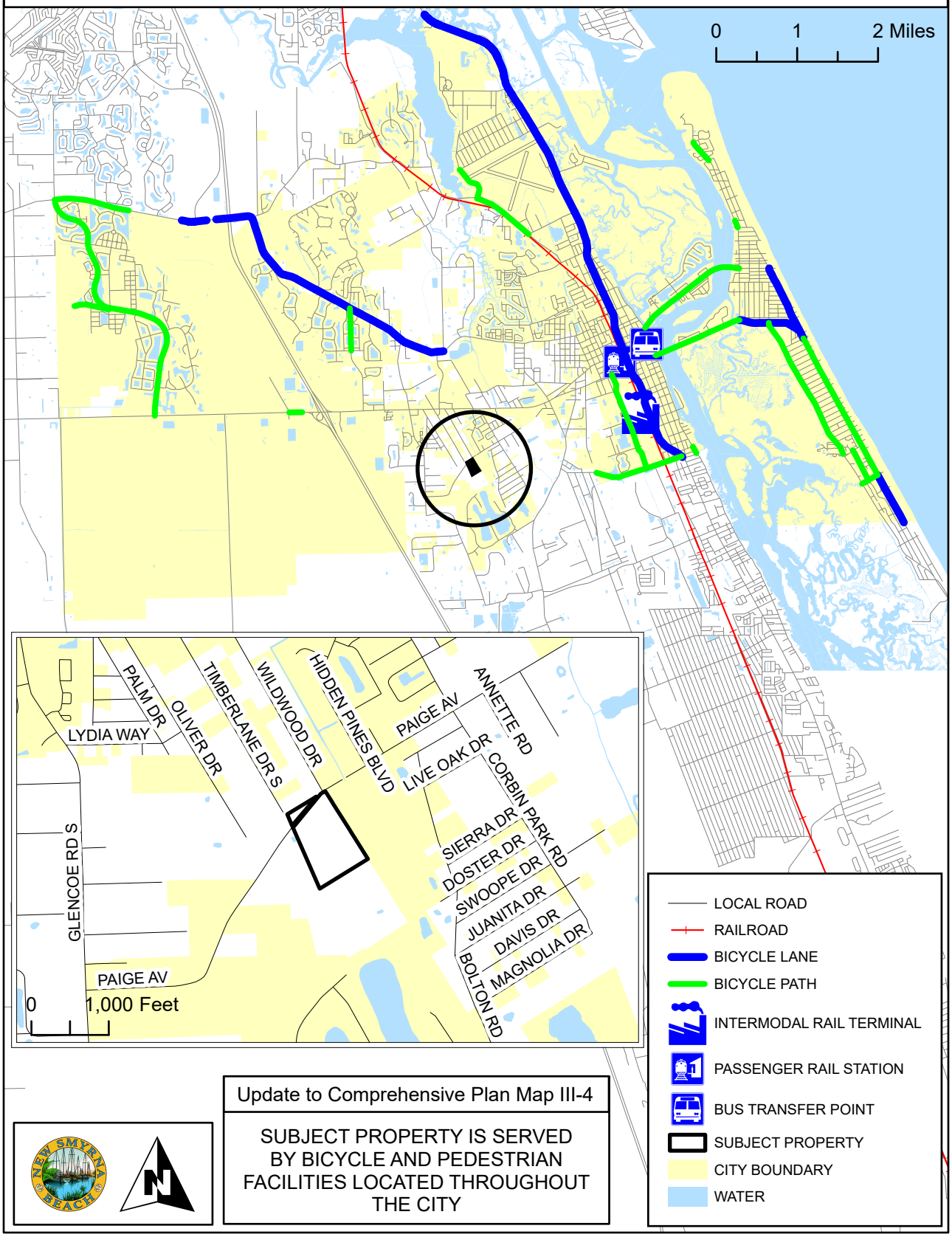


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-3-25

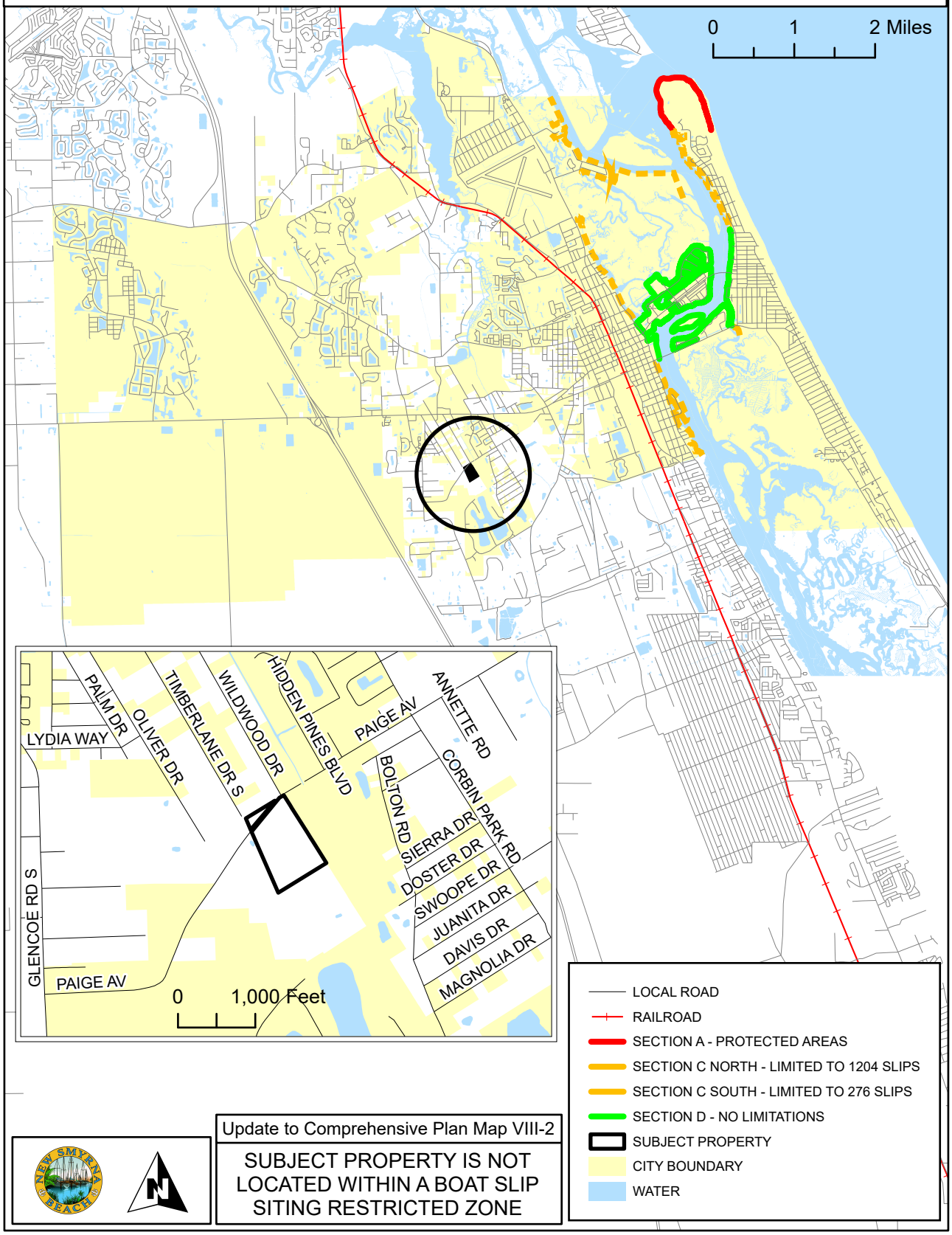


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-3-25

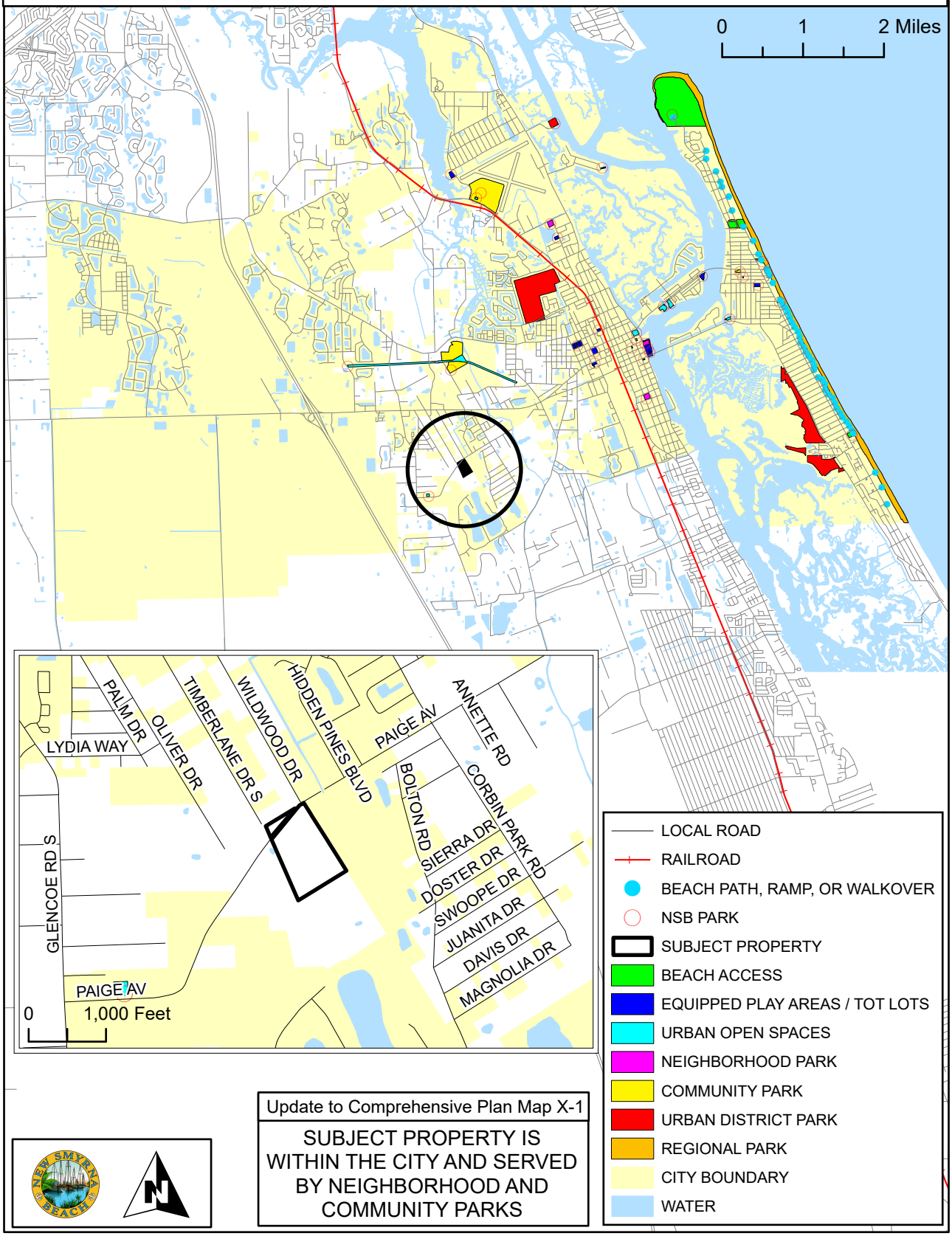


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-3-25

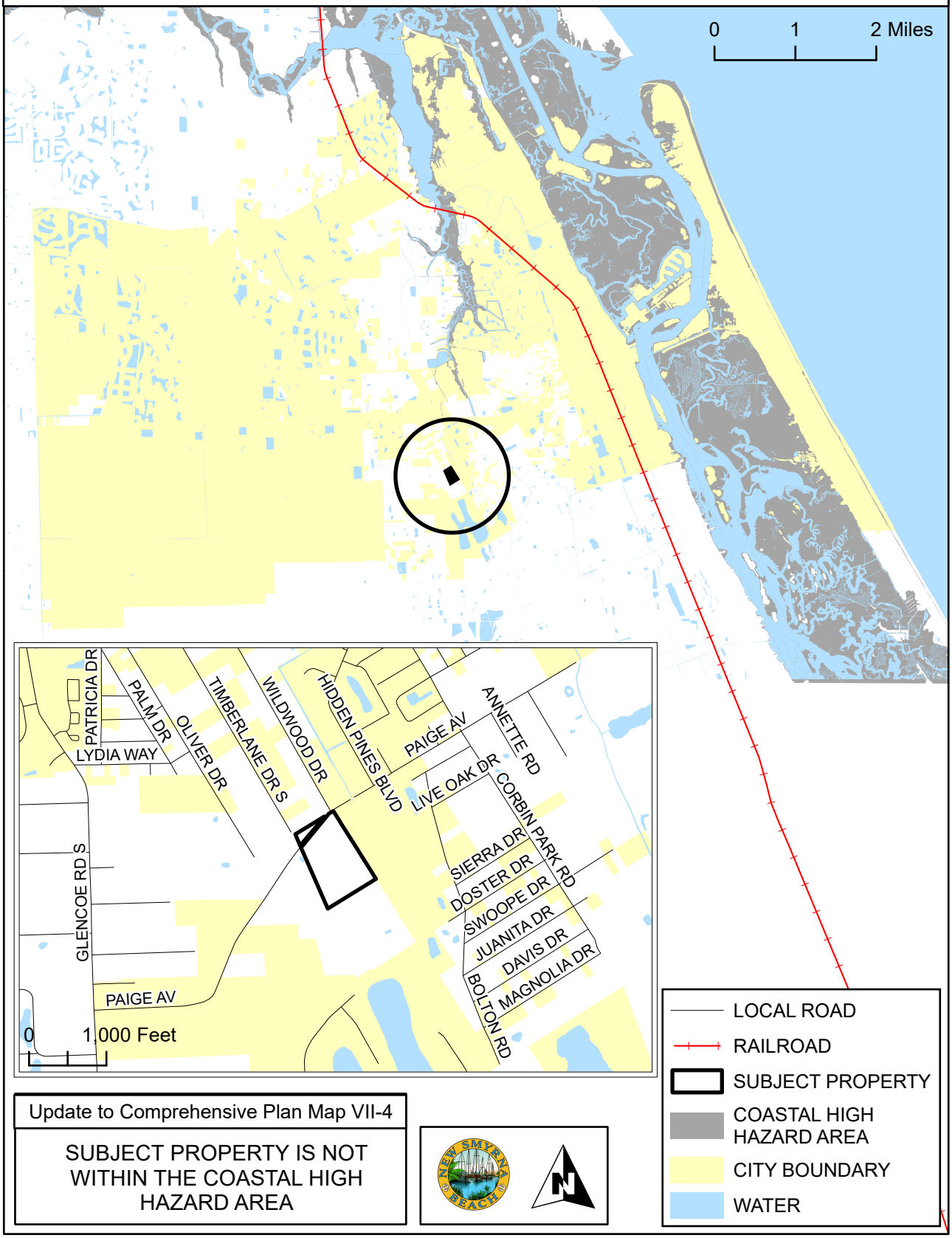


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-3-25

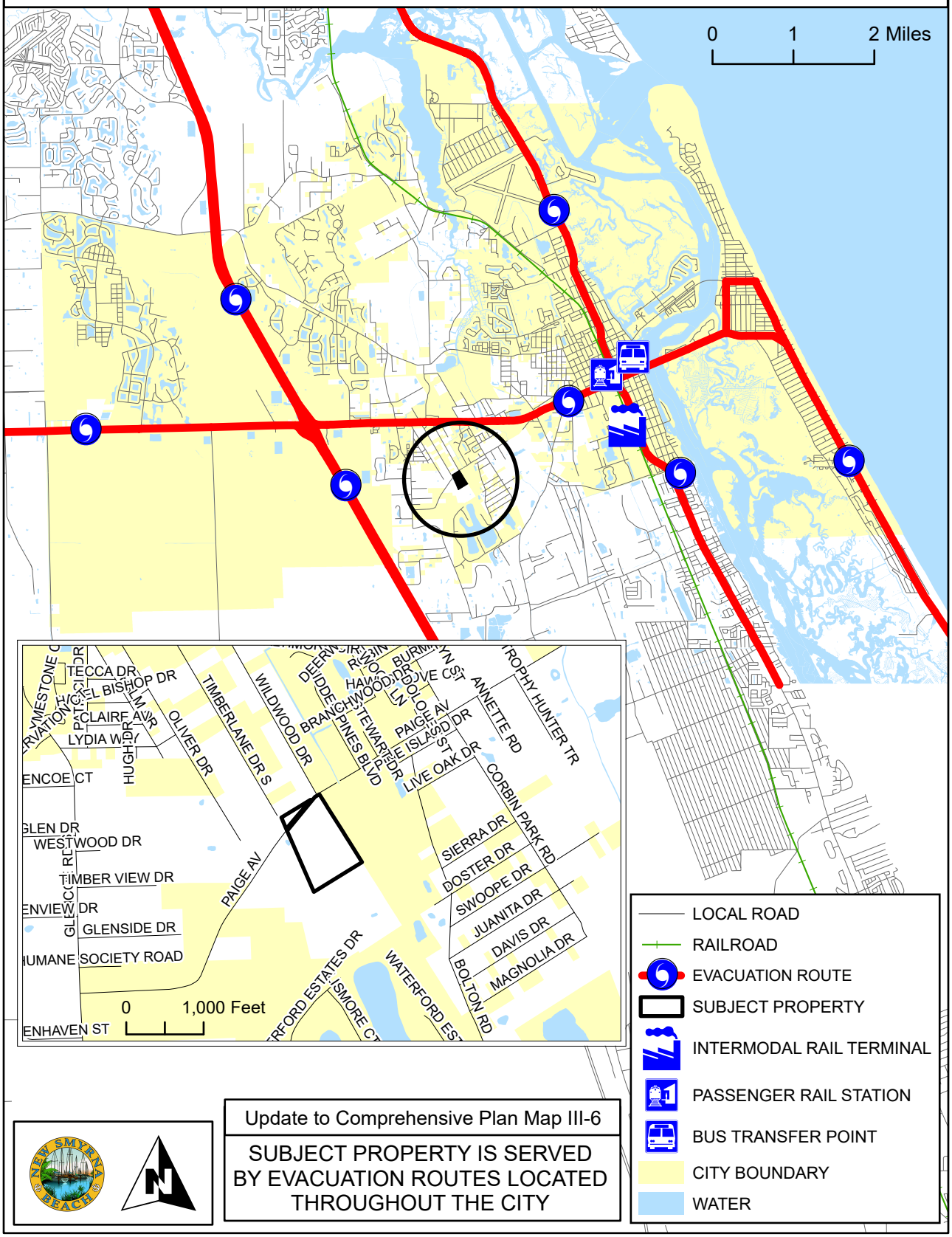


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-3-25

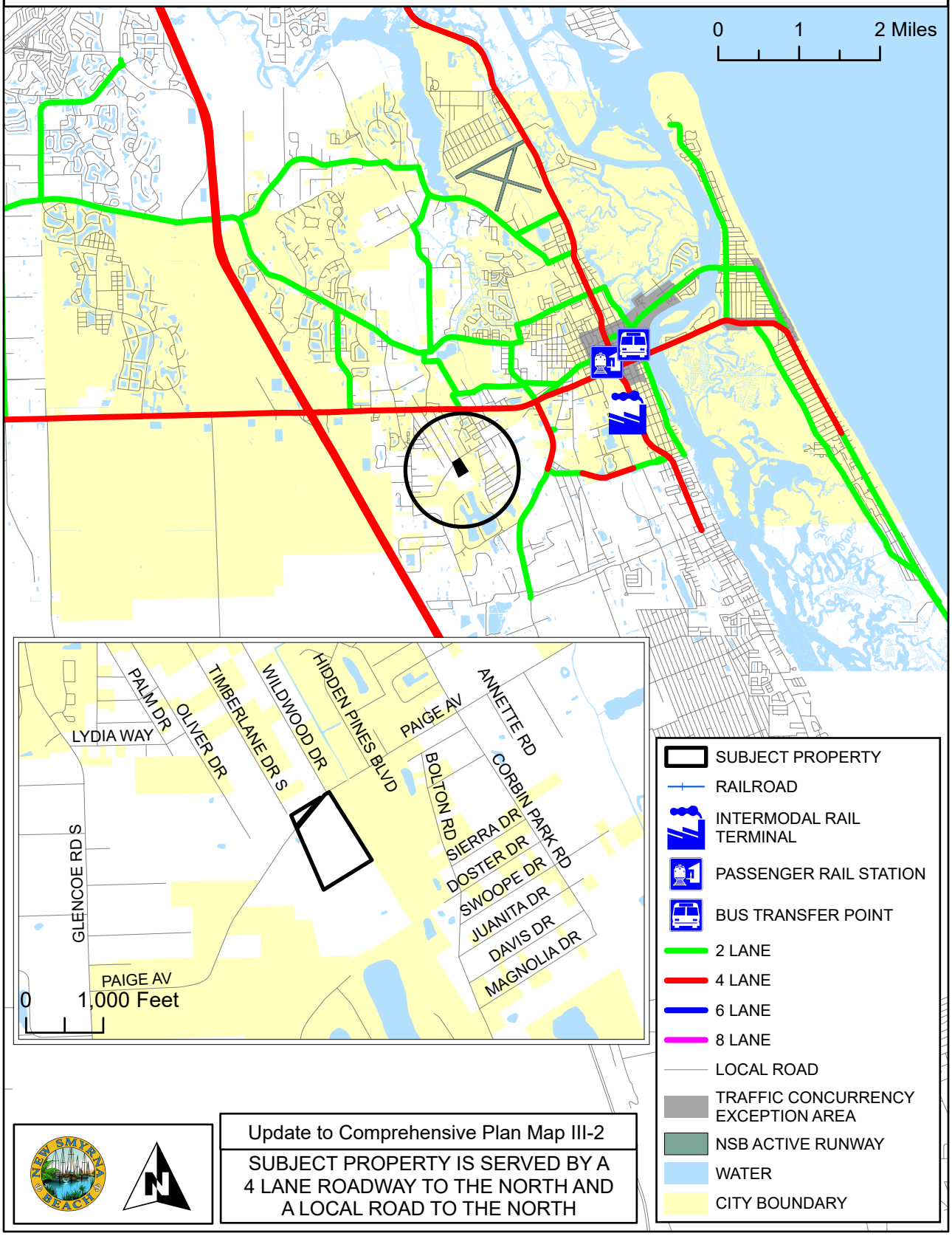


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-3-25

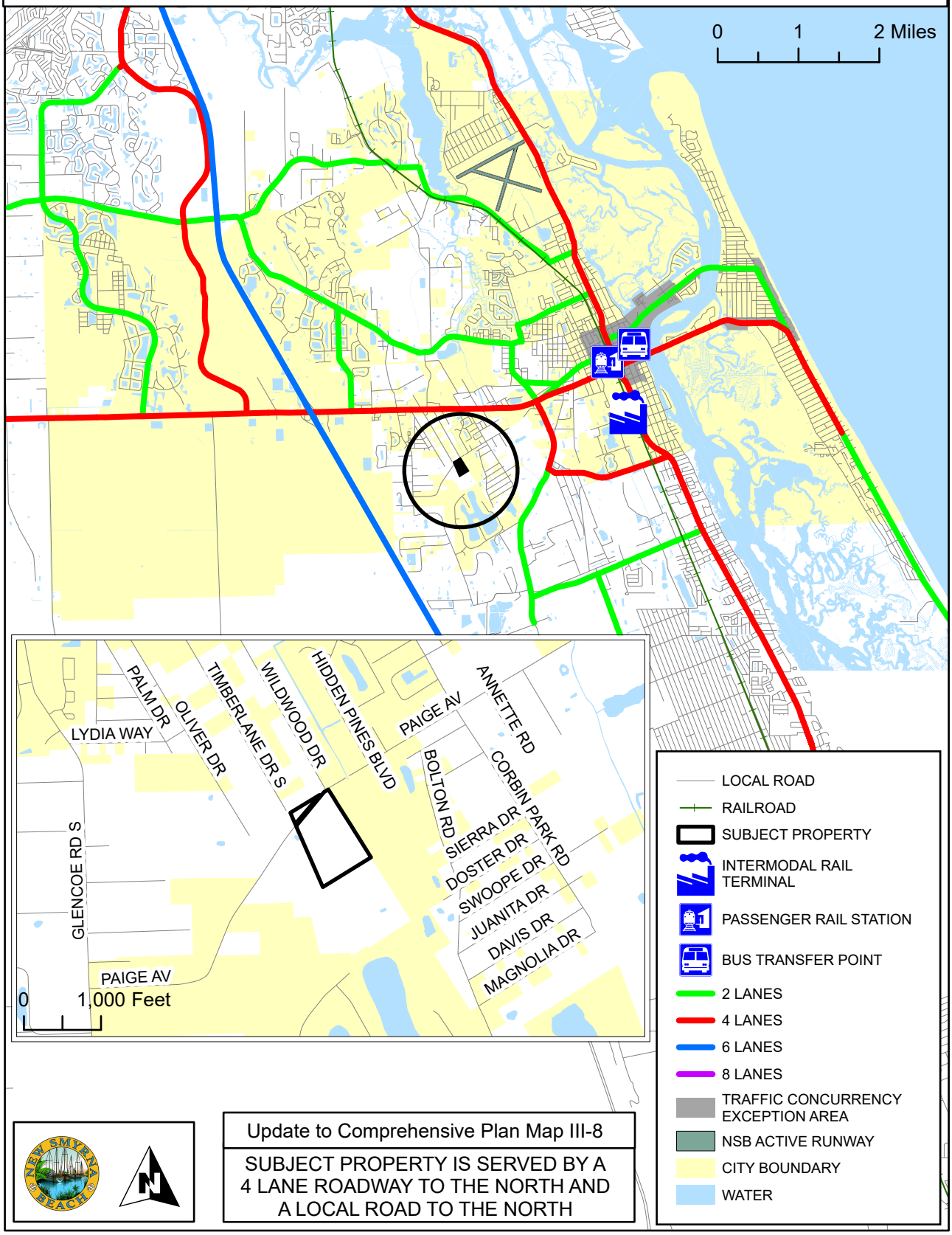


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

NUMBER OF TRAFFIC LANES - 2025

A-3-25

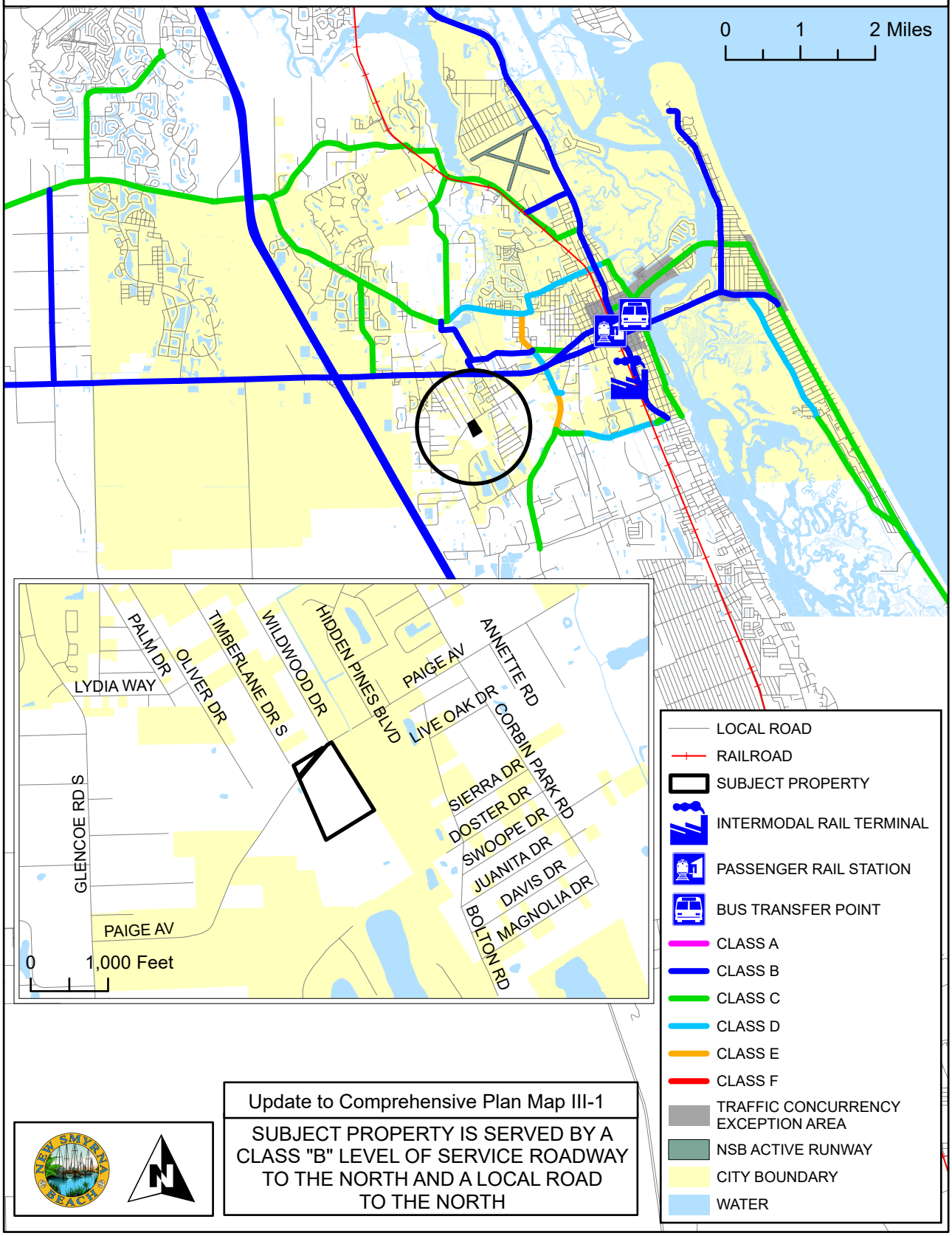


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXISTING LEVEL OF SERVICE - 2009

A-3-25

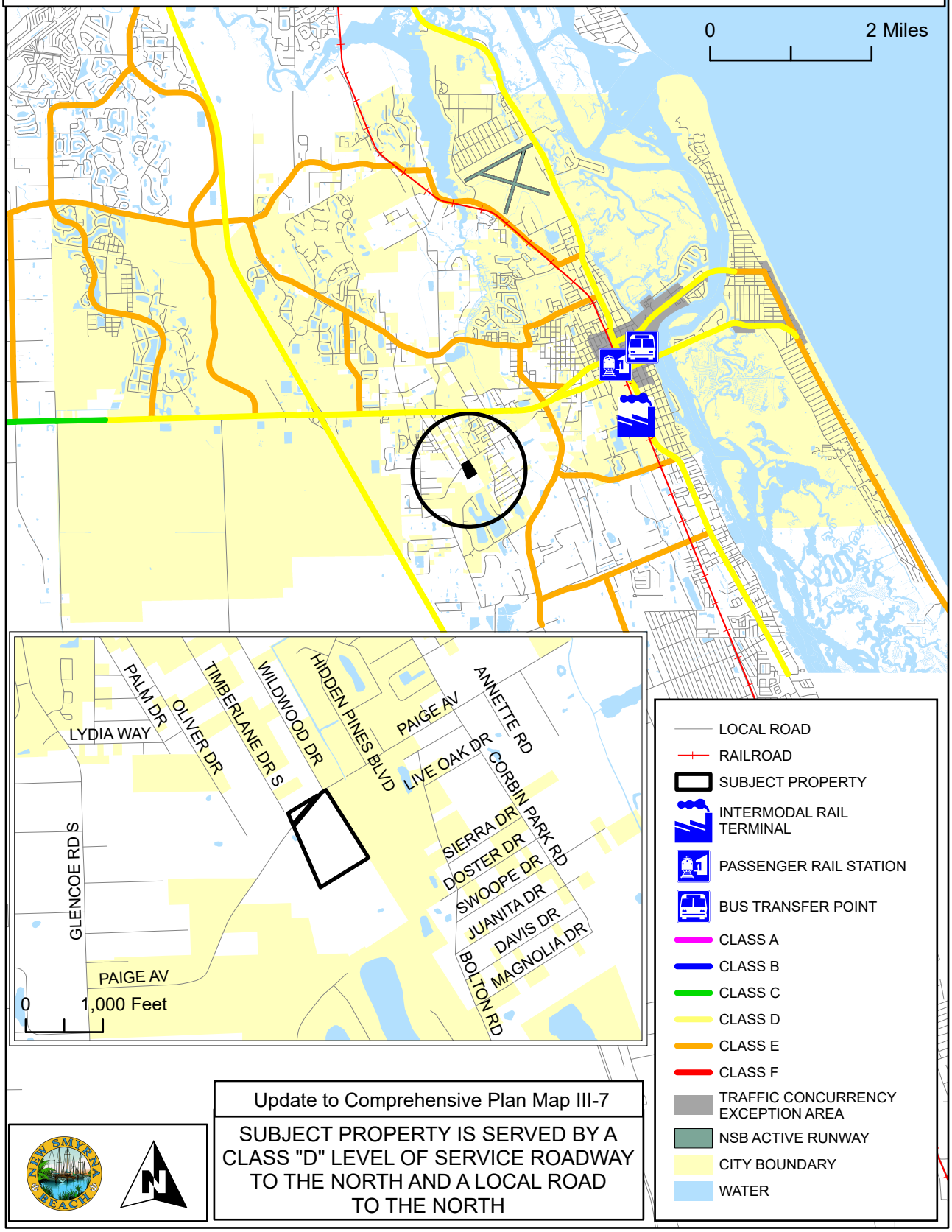


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

LEVEL OF SERVICE - 2025

A-3-25

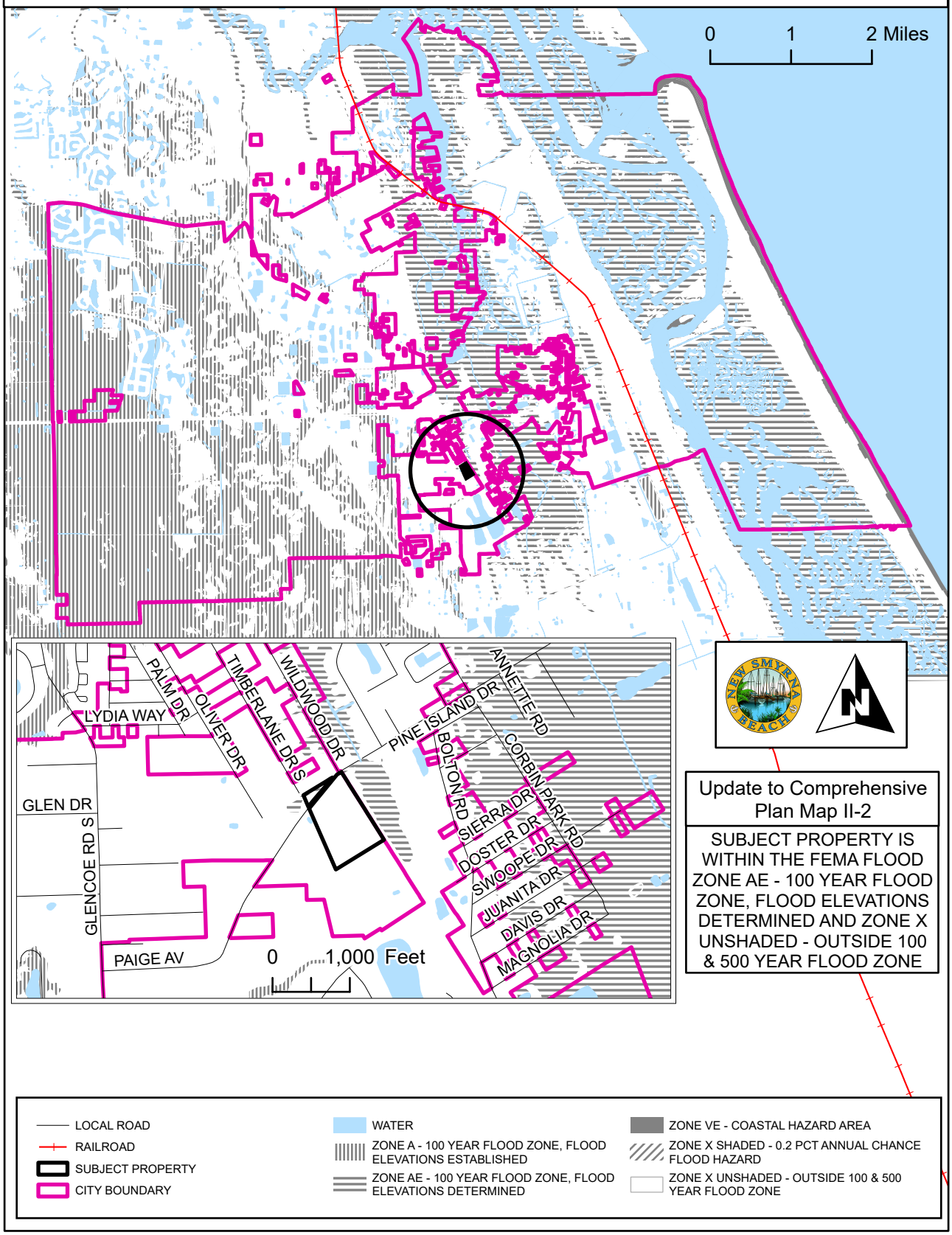


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

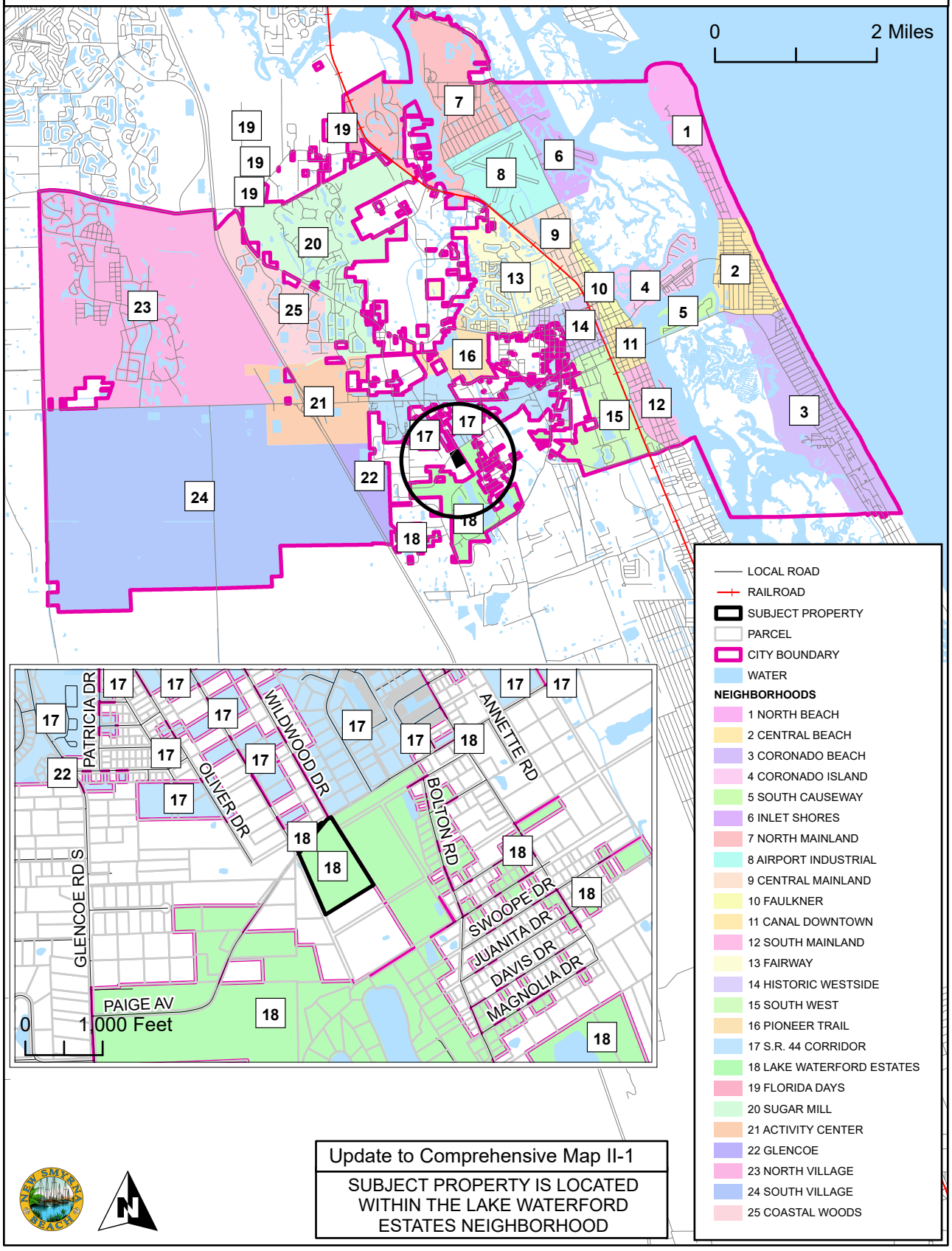
FLOOD PRONE AREAS

A-3-25



NEIGHBORHOODS

A-3-25

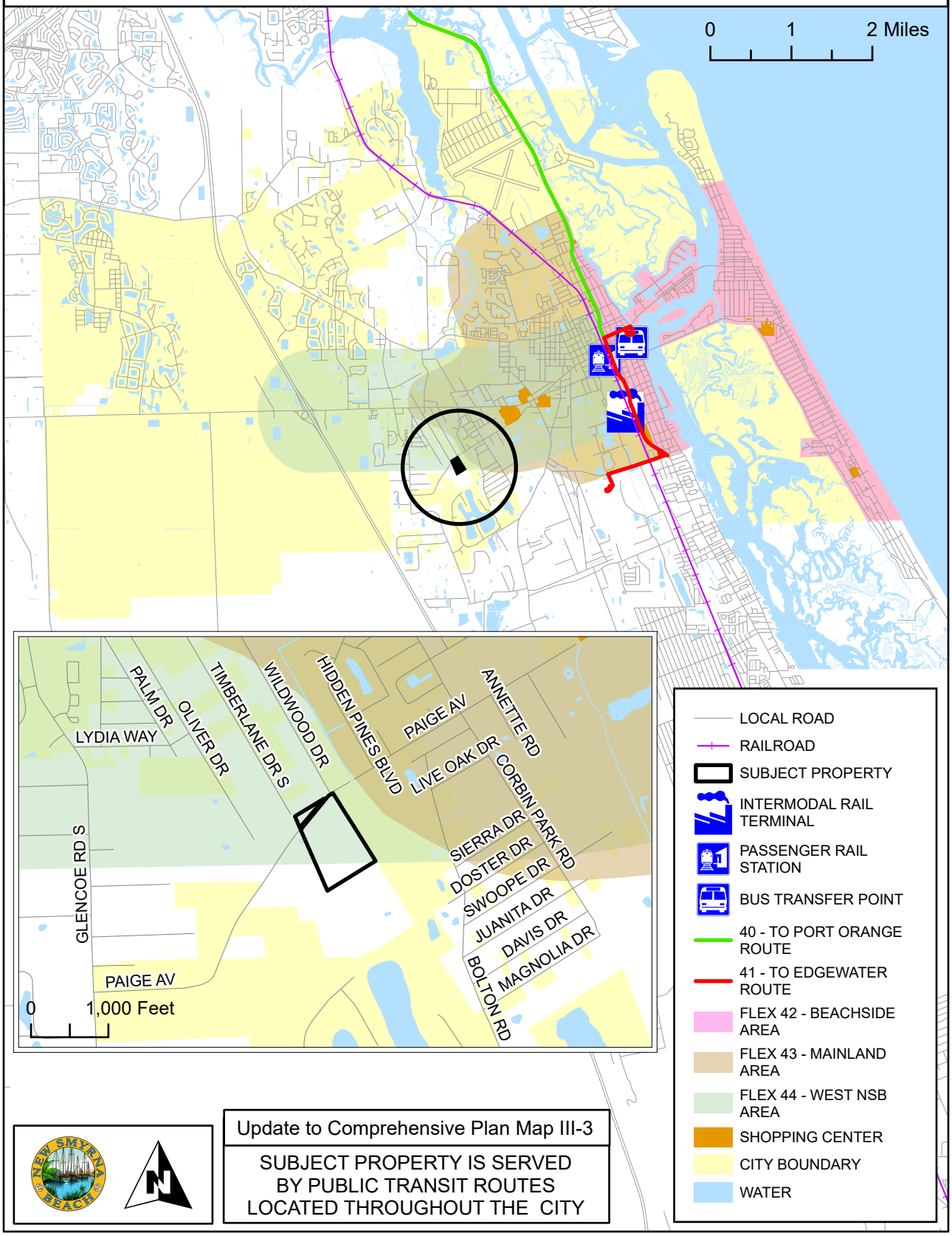


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-3-25

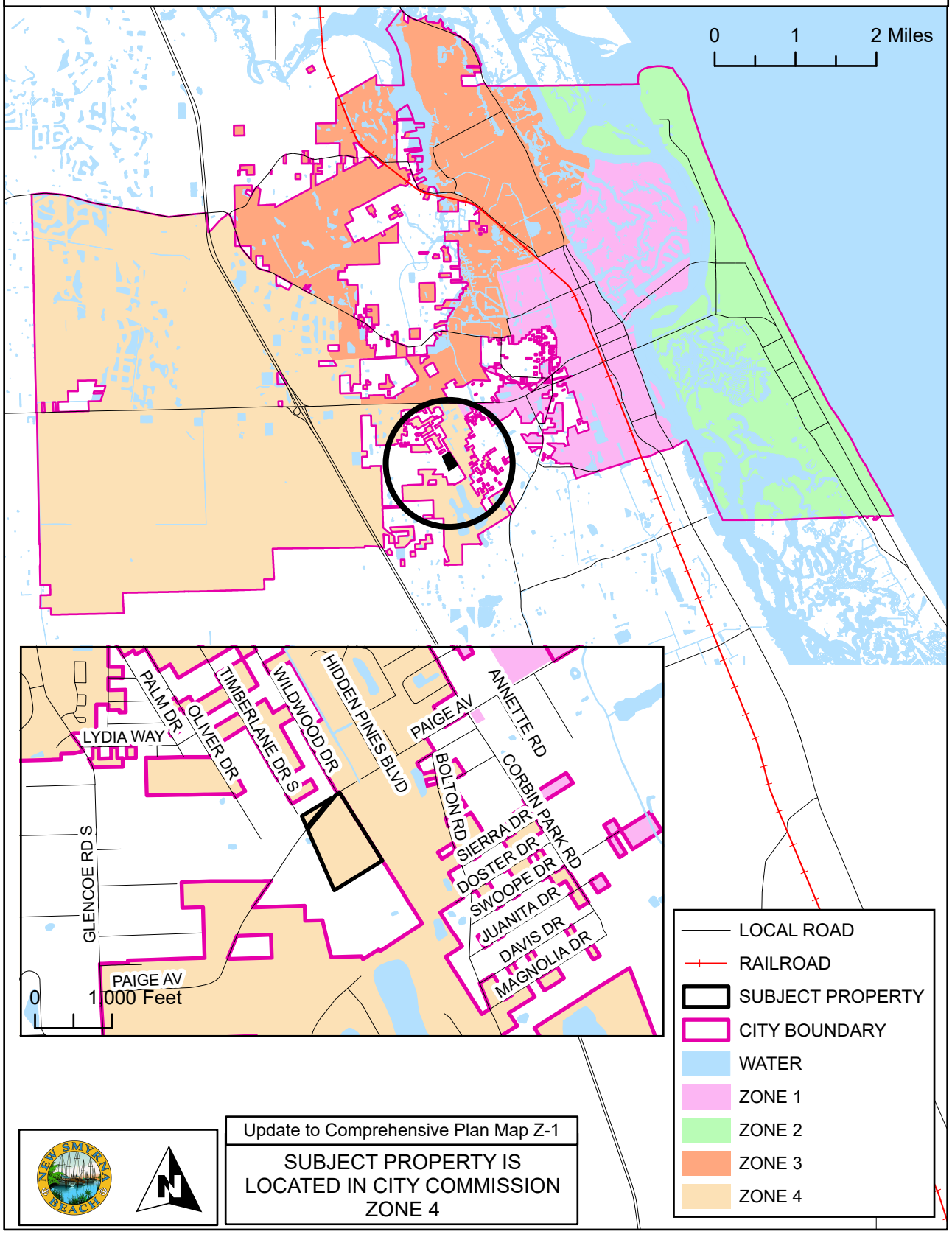


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

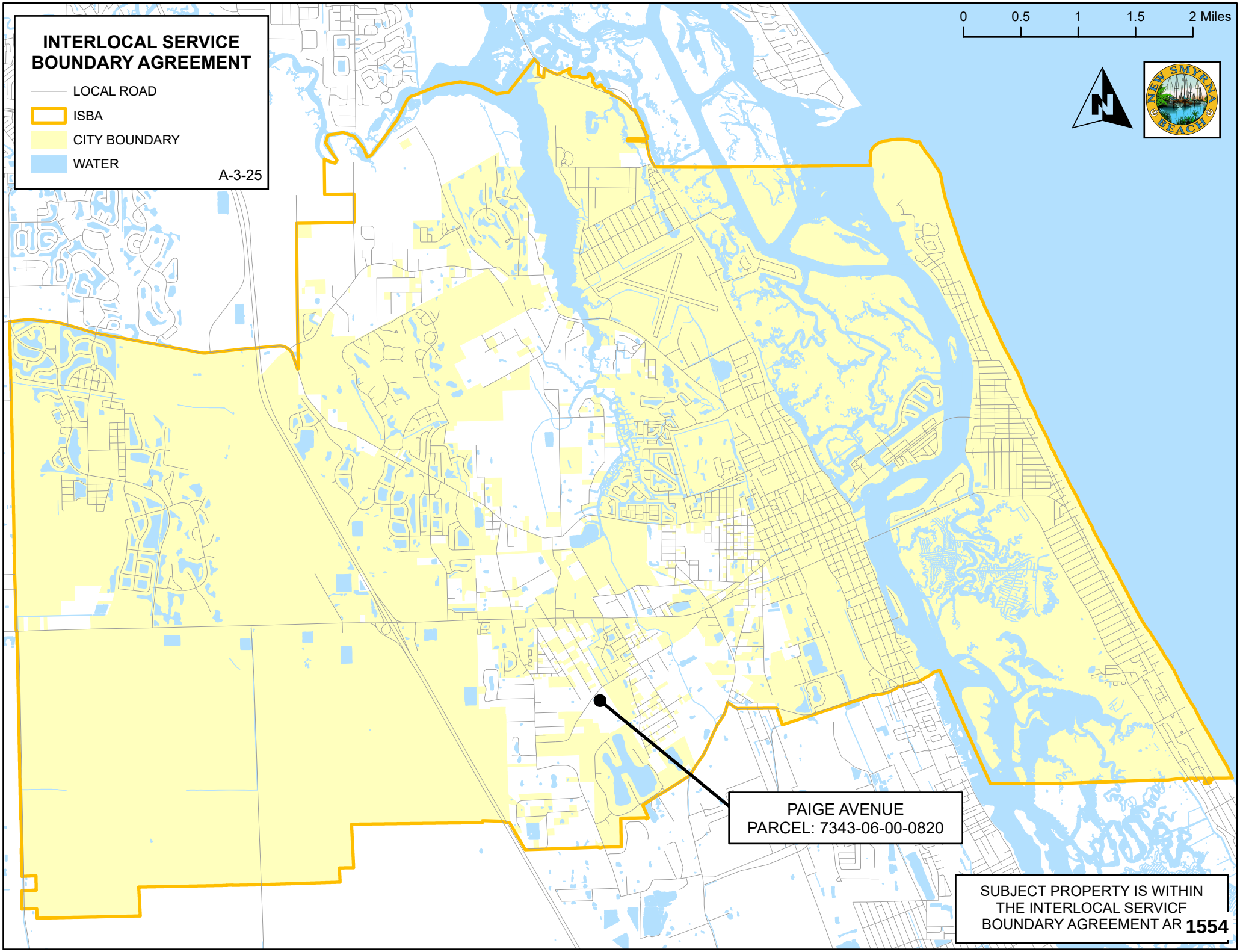
COMMISSION ZONES

A-3-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1554

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

Metes and Bounds by Professional Title Agency

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

Parcel ID(s): 734306000820

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

CITY OF NEW SMYRNA BEACH,
a Florida local government

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

By:

Print Name: KEVIN GOWER

Title: CITY MANAGER

Date: 2/10/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT DAY

Date: 2/19/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 18 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced IN PERSON as identification.

(SEAL)

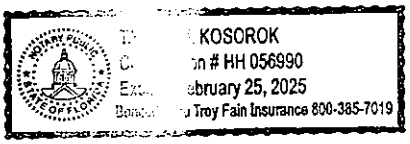
Tammy M. Kosorok

Signature of Notary Public

Print Name: TAMMY M. KOSOROK

Commission No. HH 056990

My Commission Expires: 2/25/25



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 23-25 Small Scale Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 23-25 revises the City's Comprehensive Plans to show this conservation land in the City's boundaries.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 23-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 18.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, AT THE TERMINUS OF WILDWOOD AND SOUTH TIMBERLANE DRIVES, FROM VOLUSIA COUNTY *URBAN LOW INTENSITY* AND *LOW IMPACT URBAN* TO CITY *CONSERVATION*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road, at the terminus of Wildwood and South Timberlane Drives, from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation*; to amend City Neighborhood Map II-1 to show the subject property is located within the Lake Waterford Estates Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone AE and Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Vacant Land* to City *Vacant Land* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the north; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the north and a local road to the north; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the

slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on April 7, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Lake Waterford Estates Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone AE and Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Vacant Land* to City *Vacant Land.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the north.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the north.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

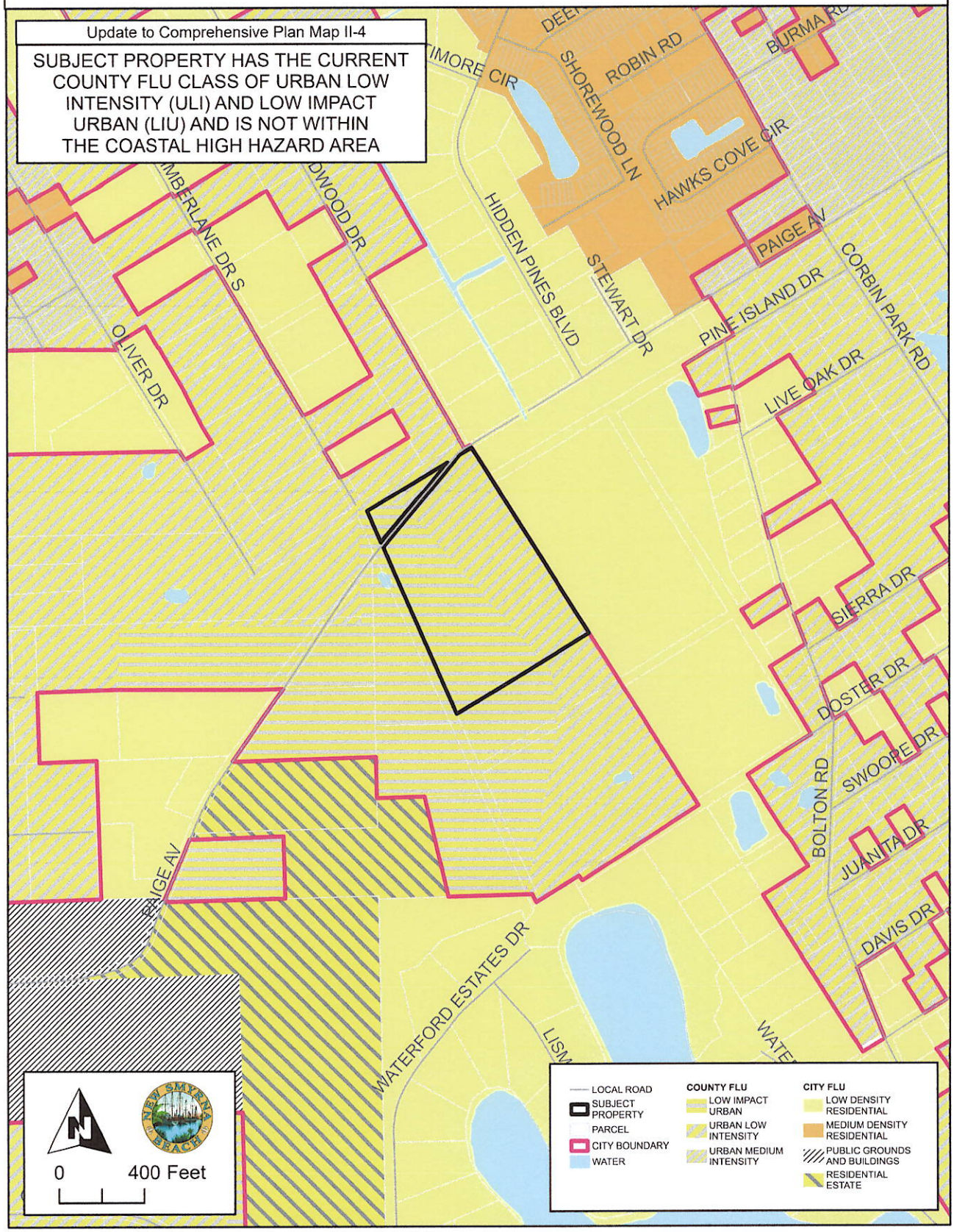
Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXISTING FUTURE LAND USE DESIGNATIONS

A-3-25



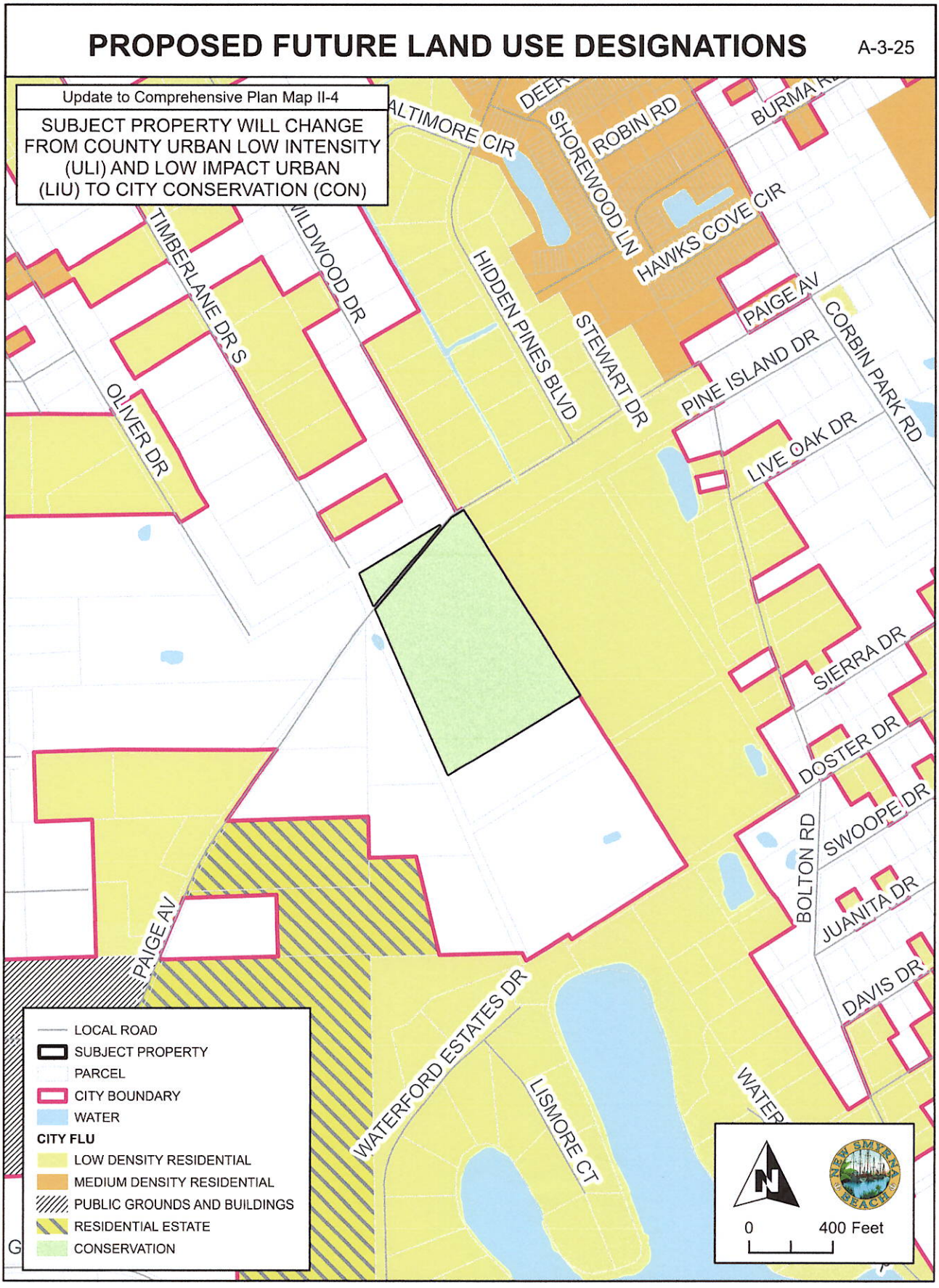

PROPOSED FUTURE LAND USE DESIGNATIONS
A-3-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN LOW INTENSITY (ULI) AND LOW IMPACT URBAN (LIU) TO CITY CONSERVATION (CON)
ALTIMORE CIR
DEER
SHOREWOOD LN
ROBIN RD
BURMA R
HAWKS COVE CIR
PAIGE AV
CORBIN PARK RD
PINE ISLAND DR
LIVE OAK DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
STEWART DR
OLIVER DR
SIERRA DR
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
DAVIS DR
PAIGE AV
WATERFORD ESTATES DR
LISMORE CT
WATER
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
PUBLIC GROUNDS AND BUILDINGS
RESIDENTIAL ESTATE
CONSERVATION
N
0
400 Feet

EXHIBIT "B"

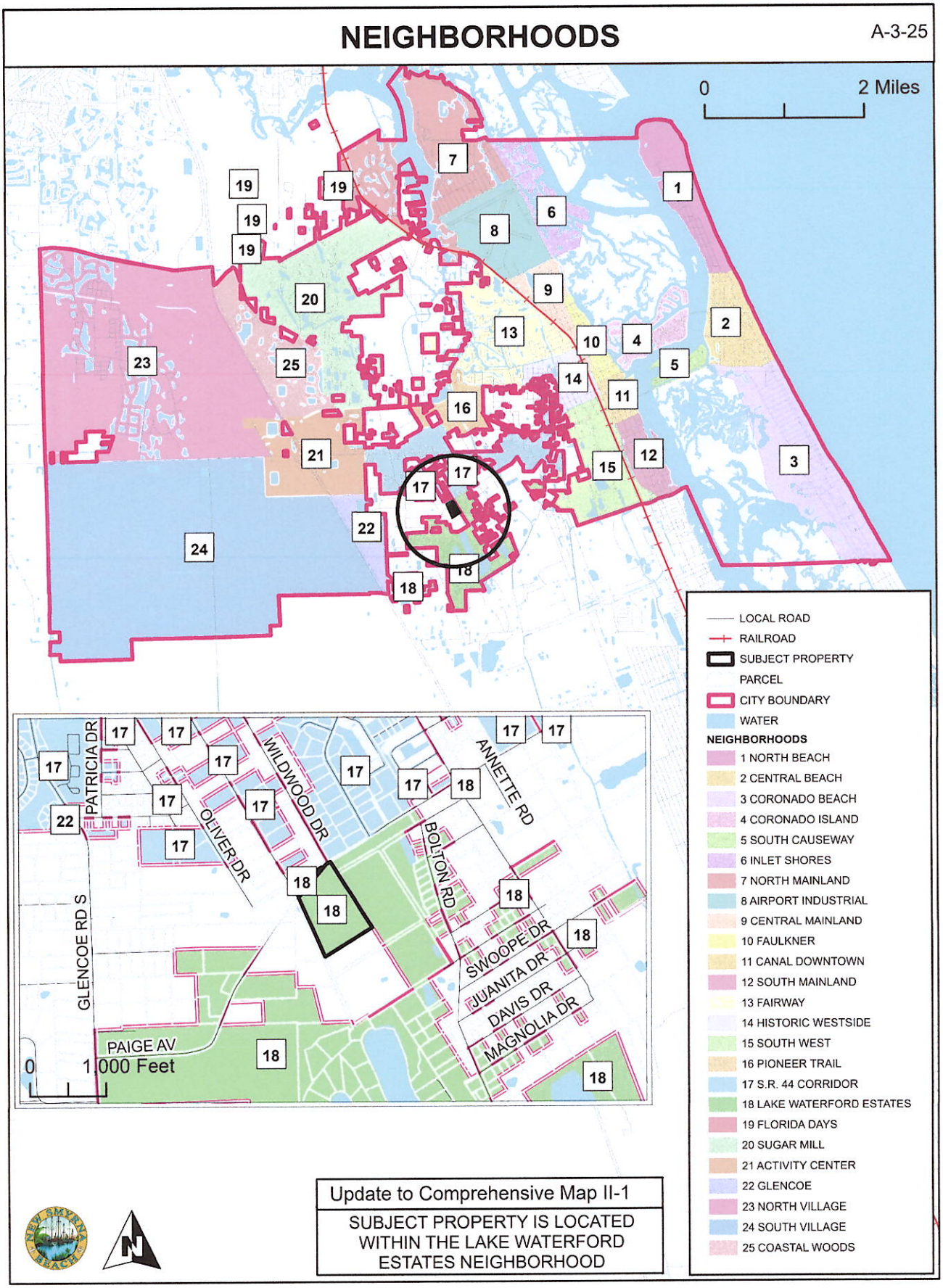
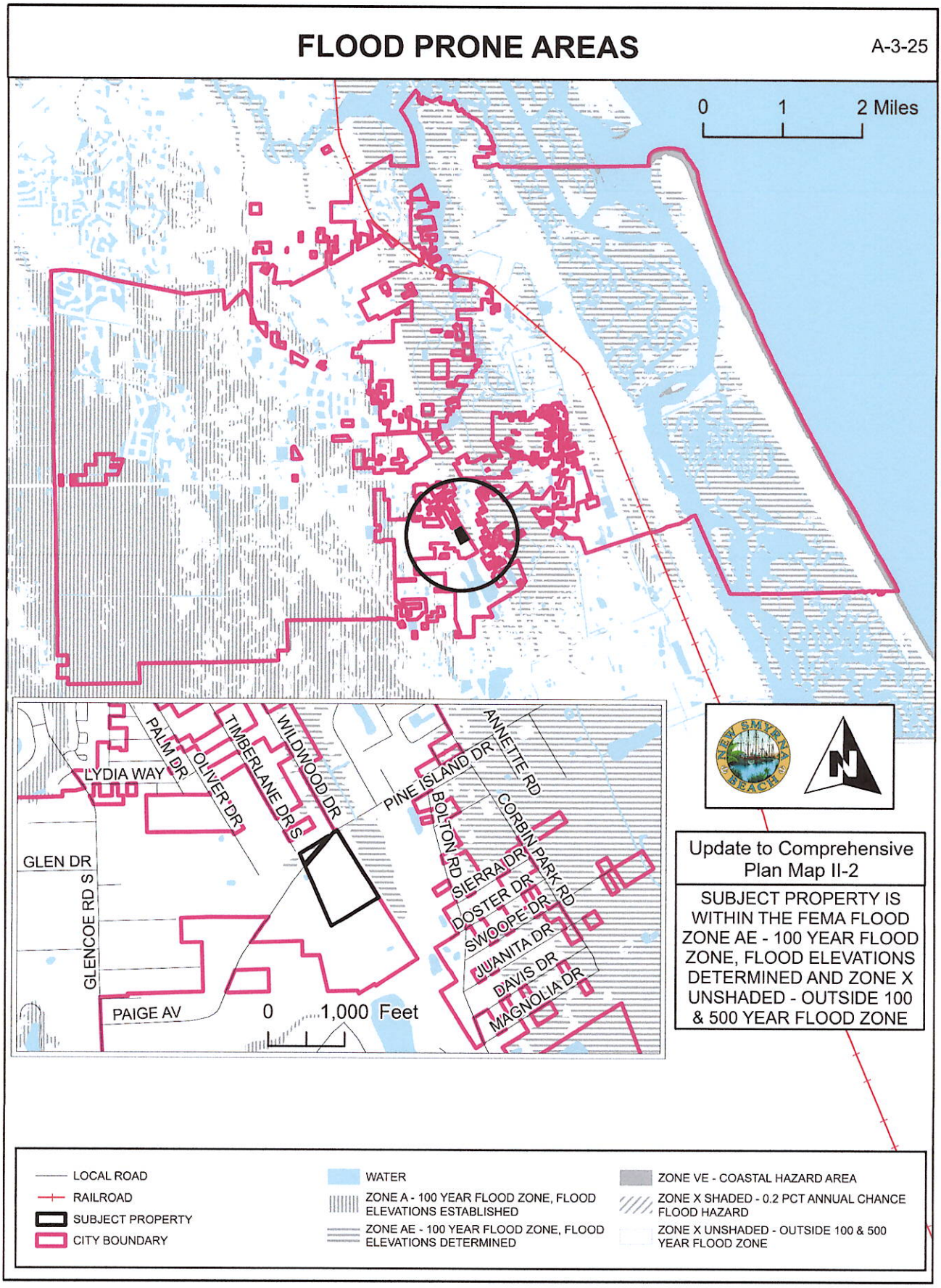

NEIGHBORHOODS
A-3-25
0
2 Miles
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
PATRICIA DR
WILDWOOD DR
ANNETTE RD
OLIVER DR
BOLTON RD
GLENCOE RD S
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
PAIGE AV
0
1,000 Feet
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

EXHIBIT "C"


FLOOD PRONE AREAS
A-3-25
0
1
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
PINE ISLAND DR
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLEN DR
GLENCOE RD S
PAIGE AV
0
1,000 Feet
Update to Comprehensive Plan Map II-2
SUBJECT PROPERTY IS WITHIN THE FEMA FLOOD ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED AND ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
ZONE VE - COASTAL HAZARD AREA
ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

EXISTING LAND USE DESIGNATIONS

A-3-25

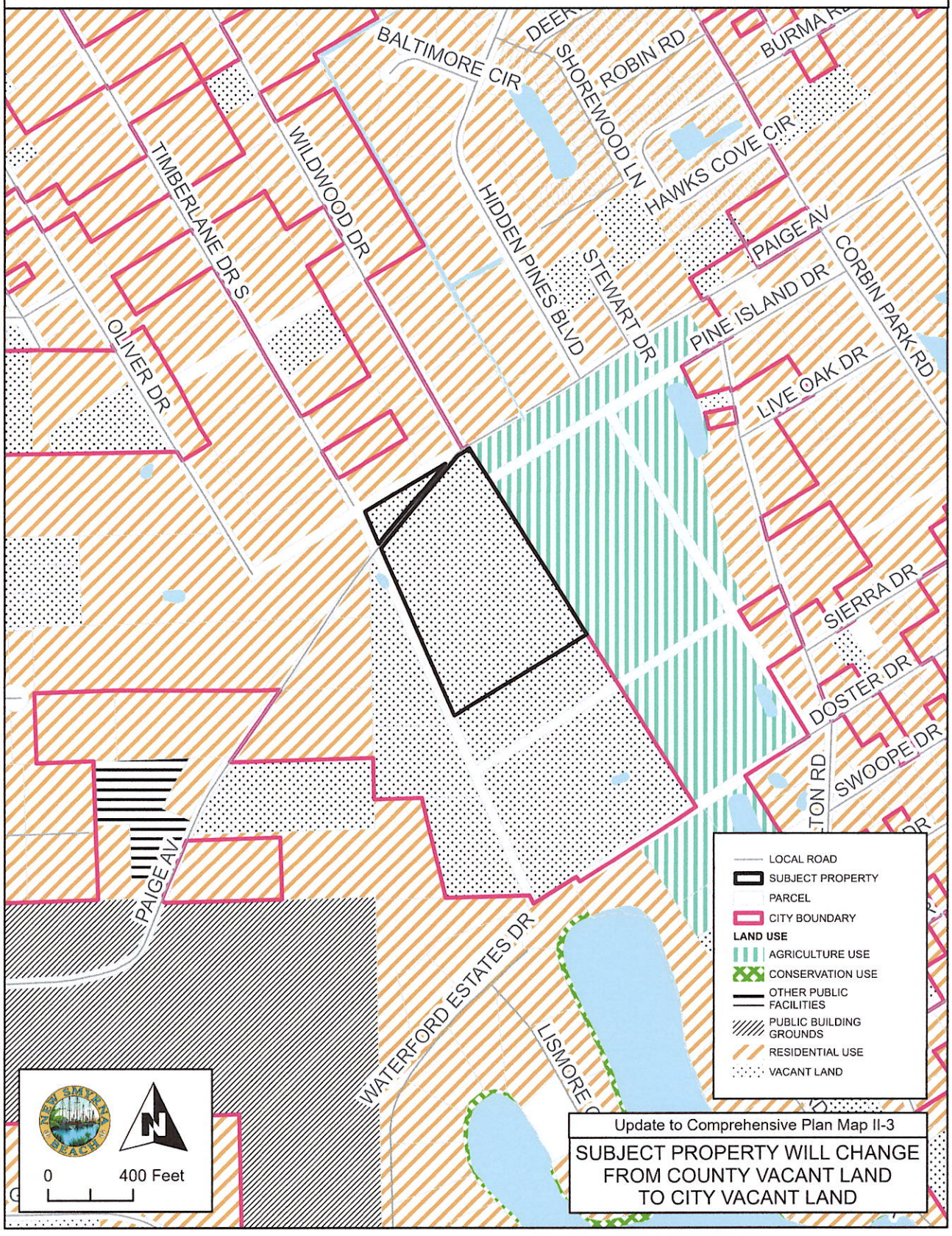
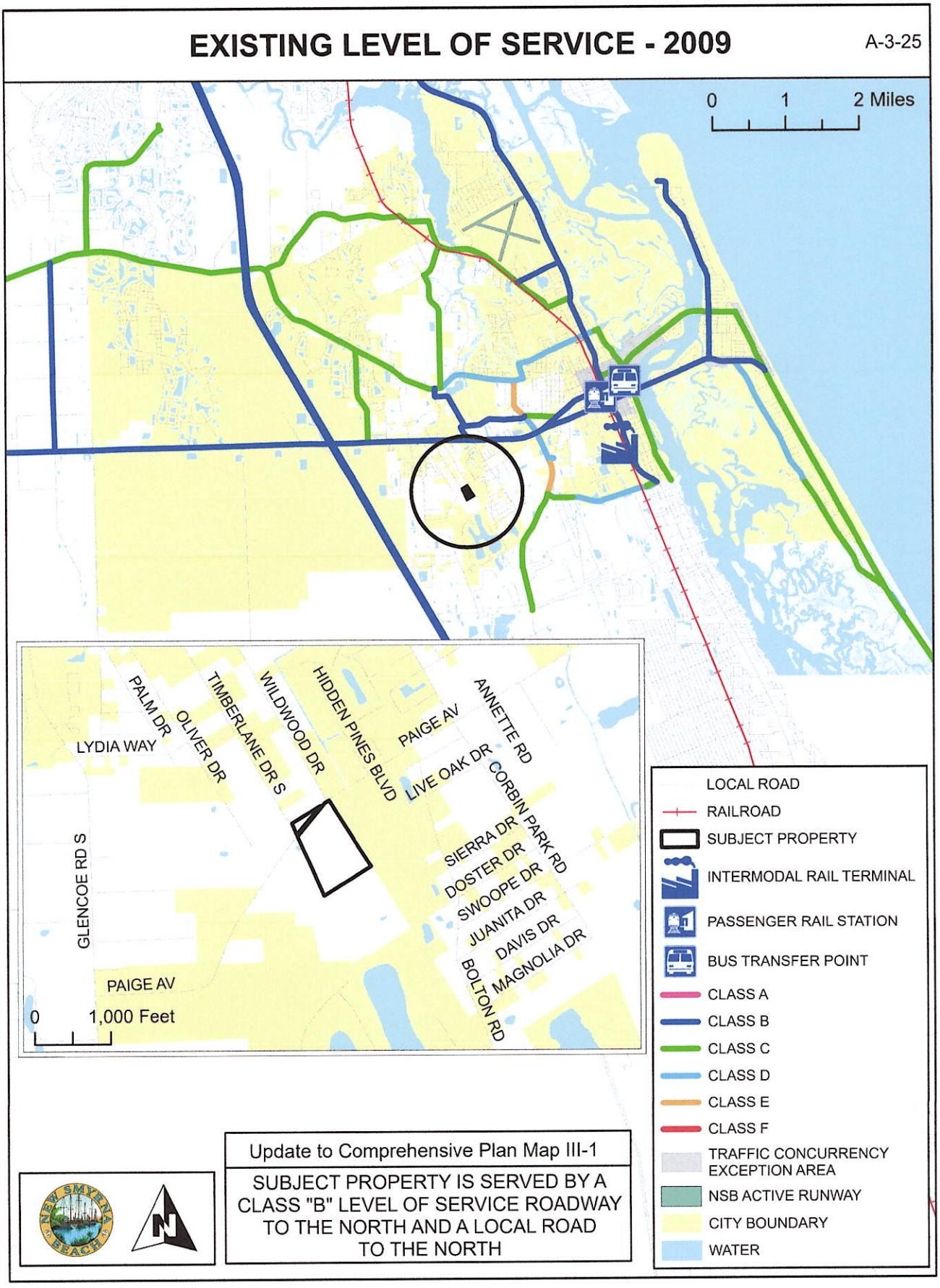
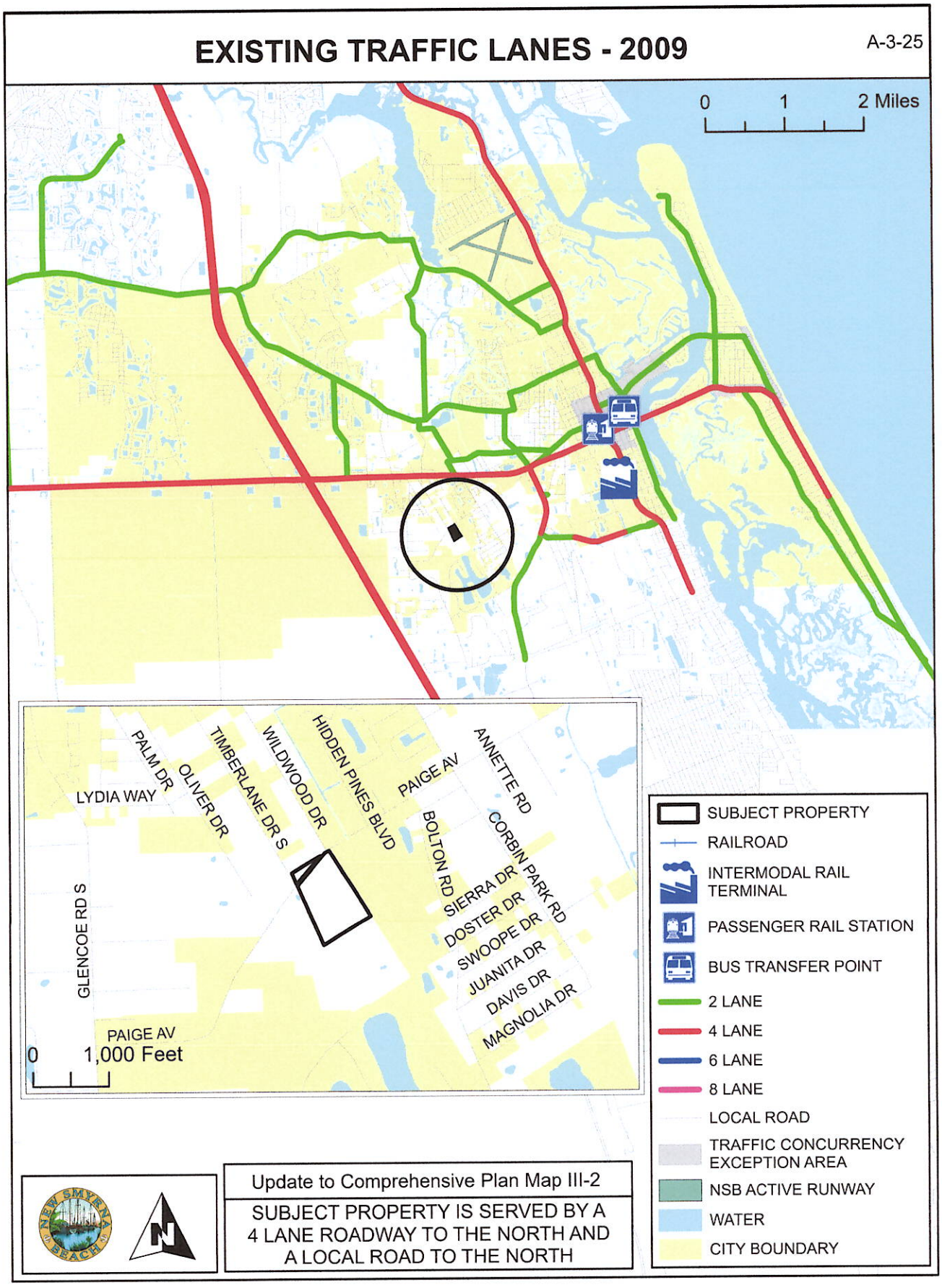
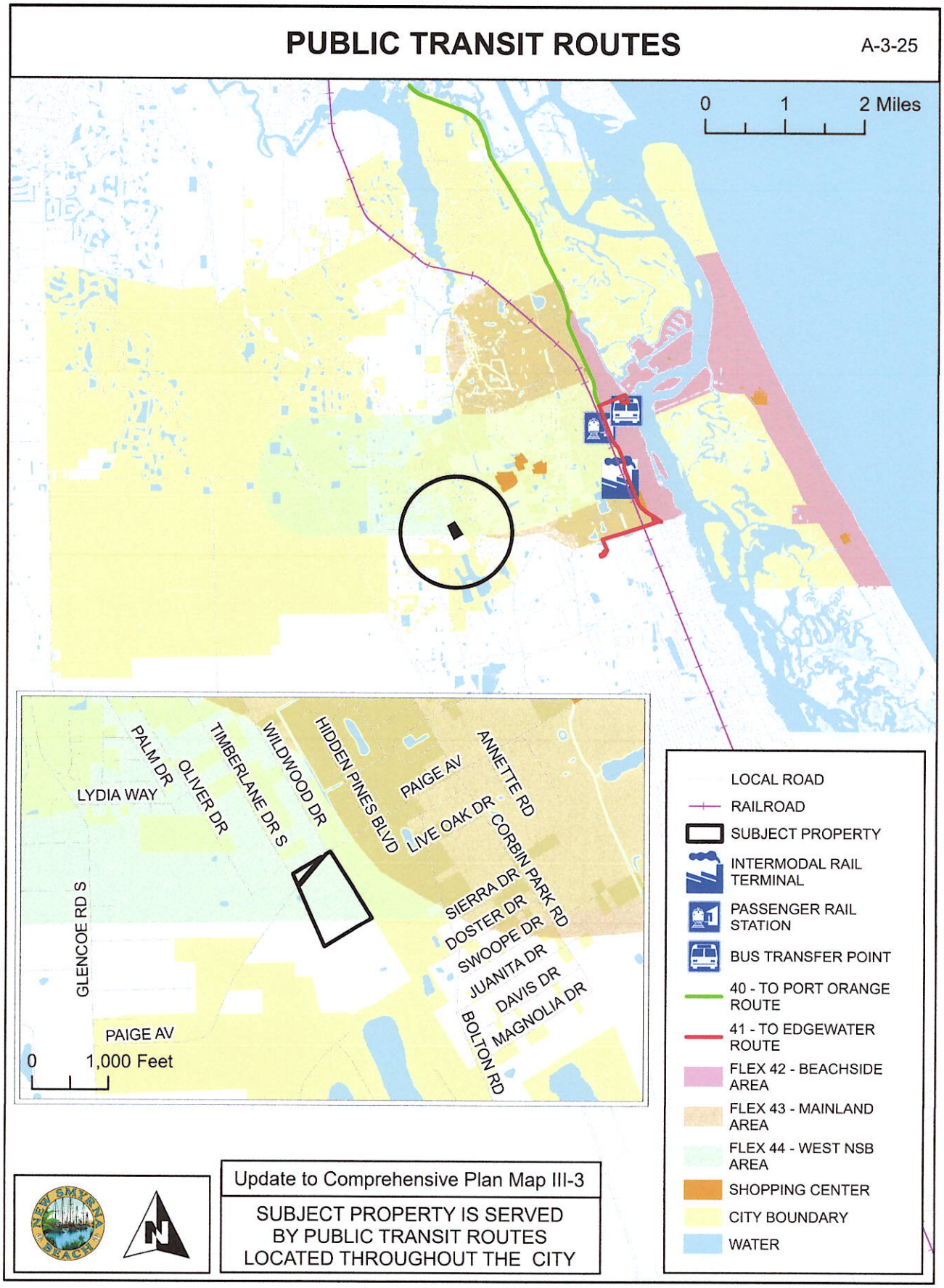


EXHIBIT "E"


EXISTING LEVEL OF SERVICE - 2009
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


EXISTING TRAFFIC LANES - 2009
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


PUBLIC TRANSIT ROUTES
A-3-25
0
1
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

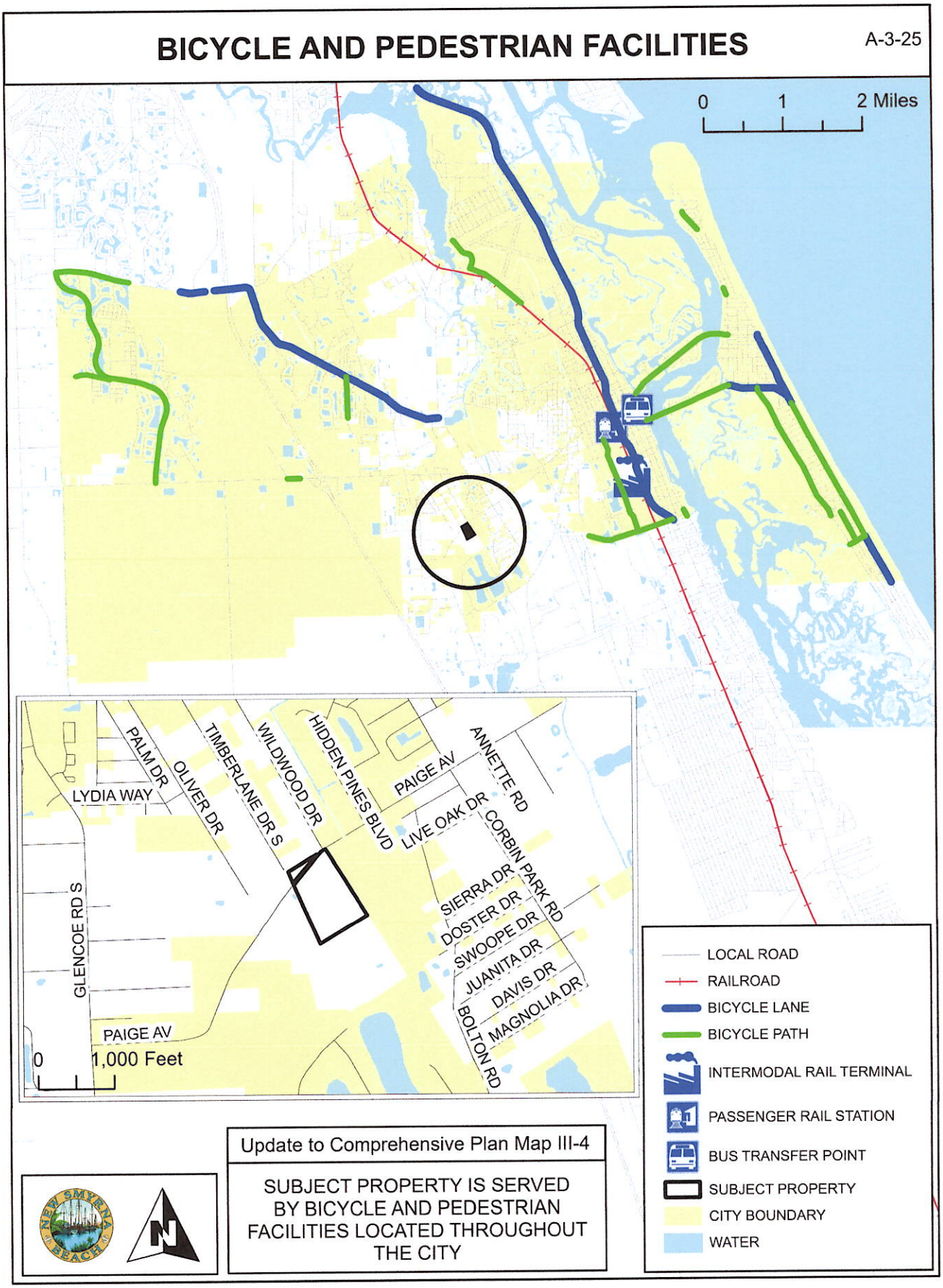
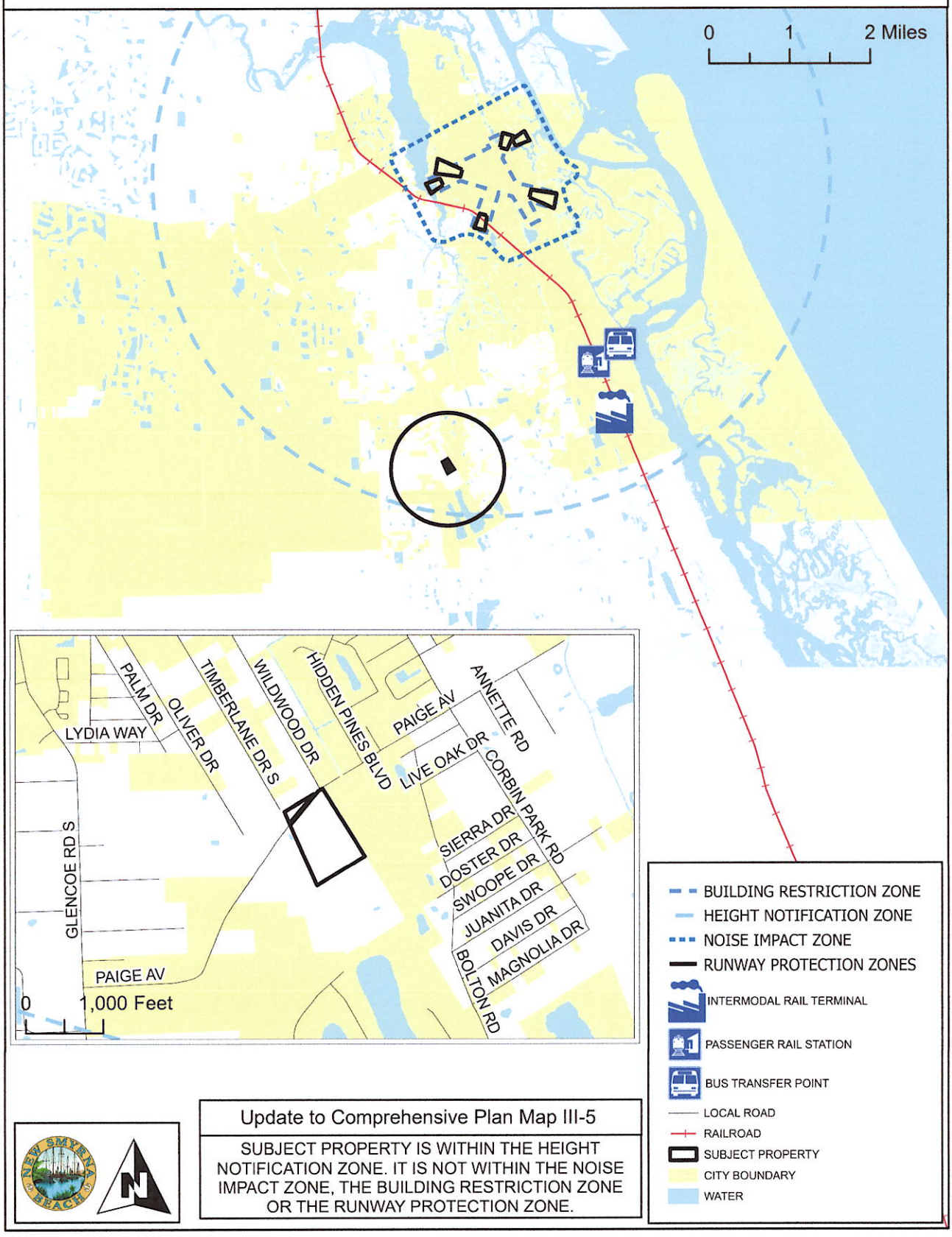

BICYCLE AND PEDESTRIAN FACILITIES
A-3-25
0 1 2 Miles
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
LYDIA WAY
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

AIRPORT RUNWAY PROTECTION ZONES

A-3-25



Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.


EVACUATION ROUTES
A-3-25
0 1 2 Miles
0 1,000 Feet
TECCA DR
EL BISHOP DR
CLAIRE AVE
LYDIA WAY
HUGH DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
DEERFIELD BRANCH
PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
WESTWOOD DR
TIMBER VIEW DR
GLENSIDE DR
HUMANE SOCIETY ROAD
WATERFORD ESTATES DR
WATERFORD EST
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

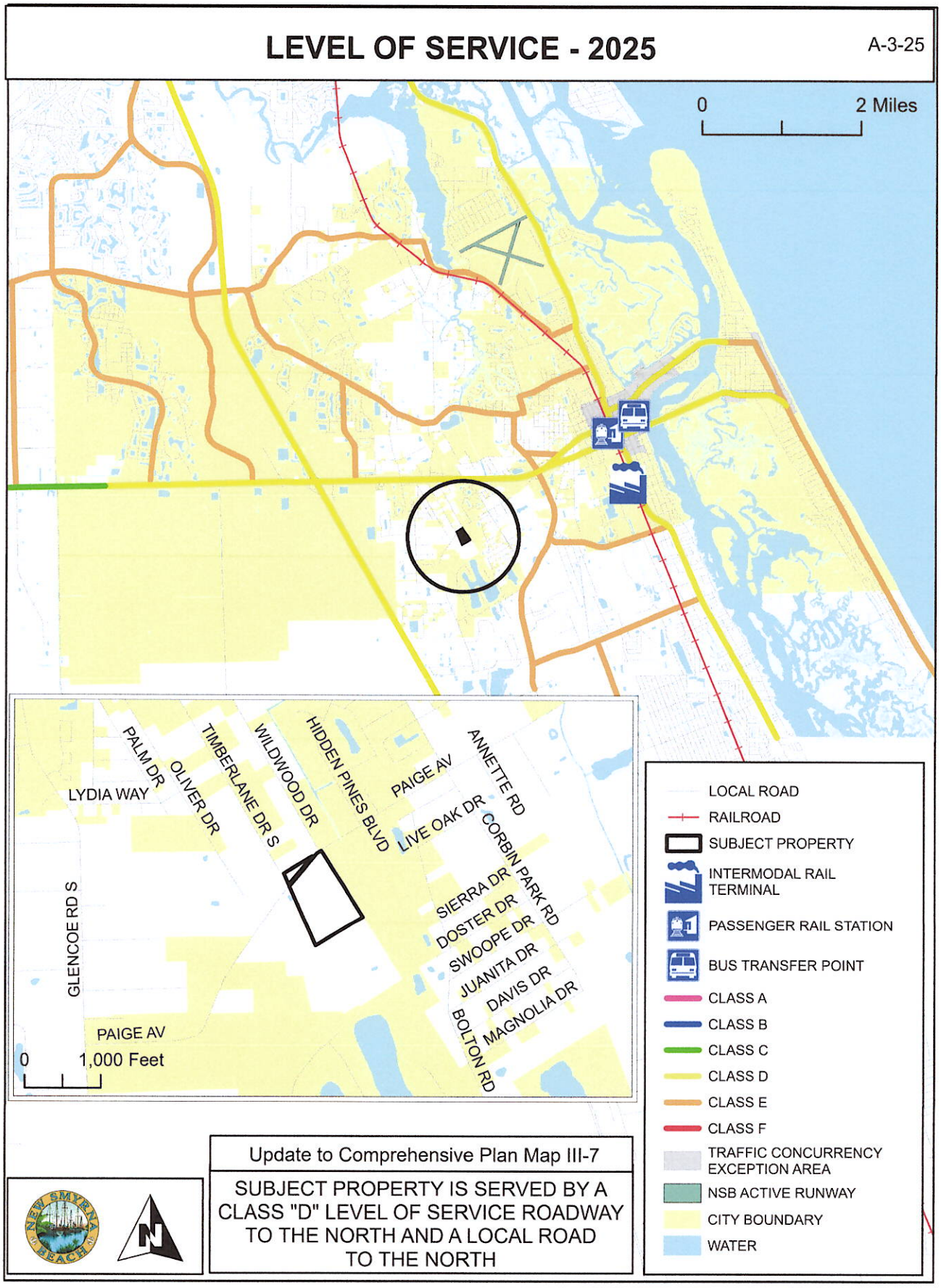
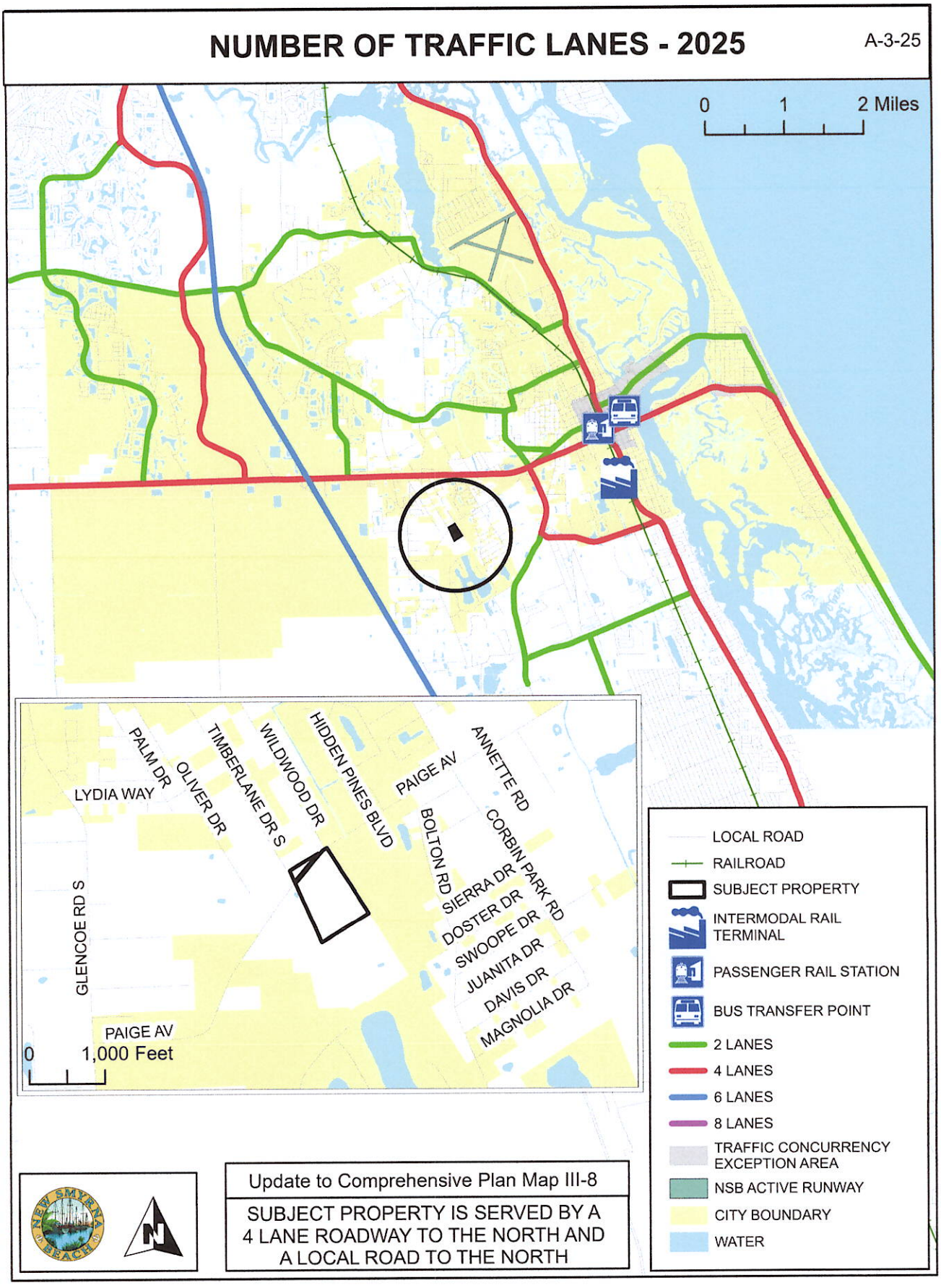
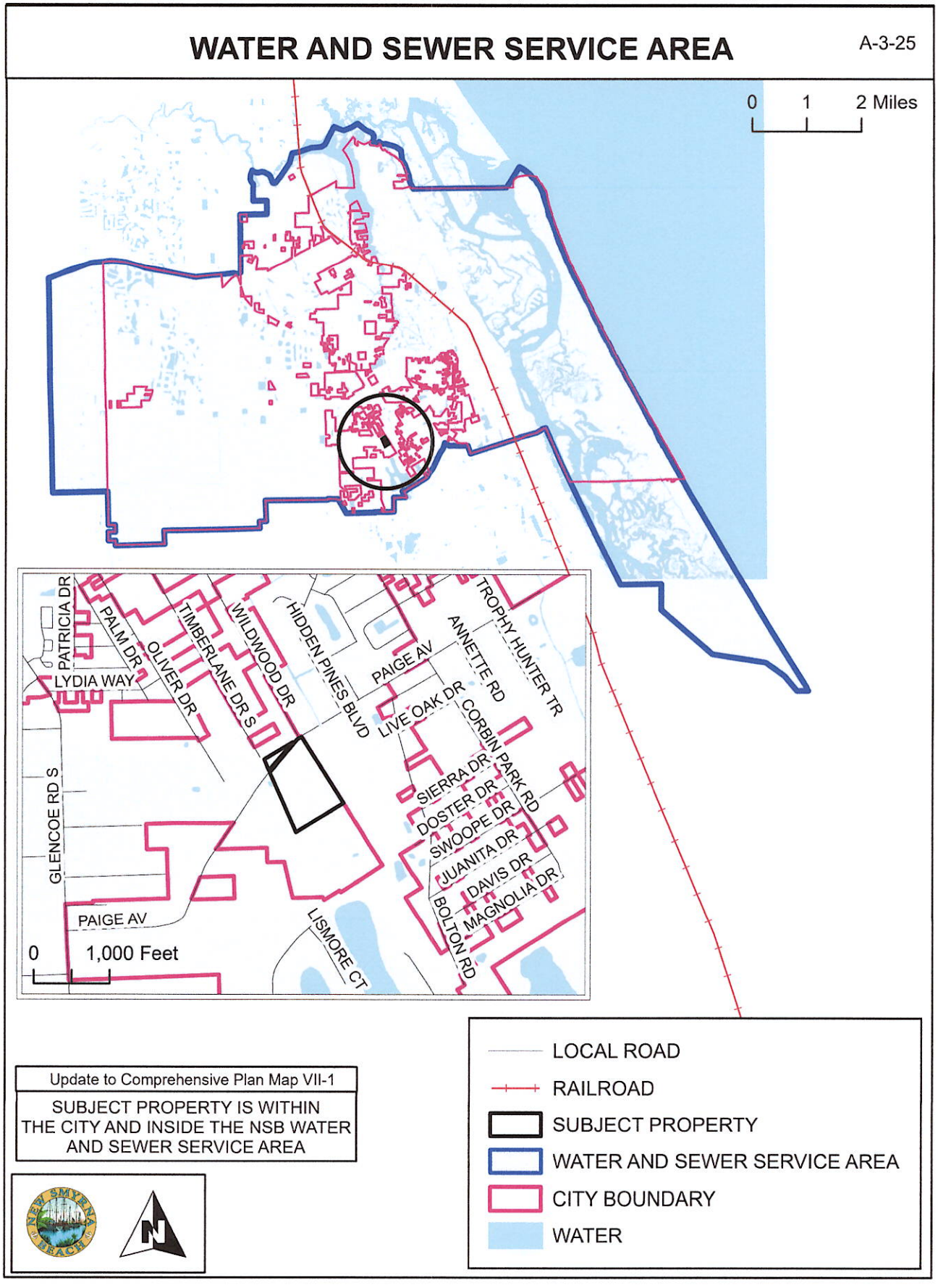

LEVEL OF SERVICE - 2025
A-3-25
0
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

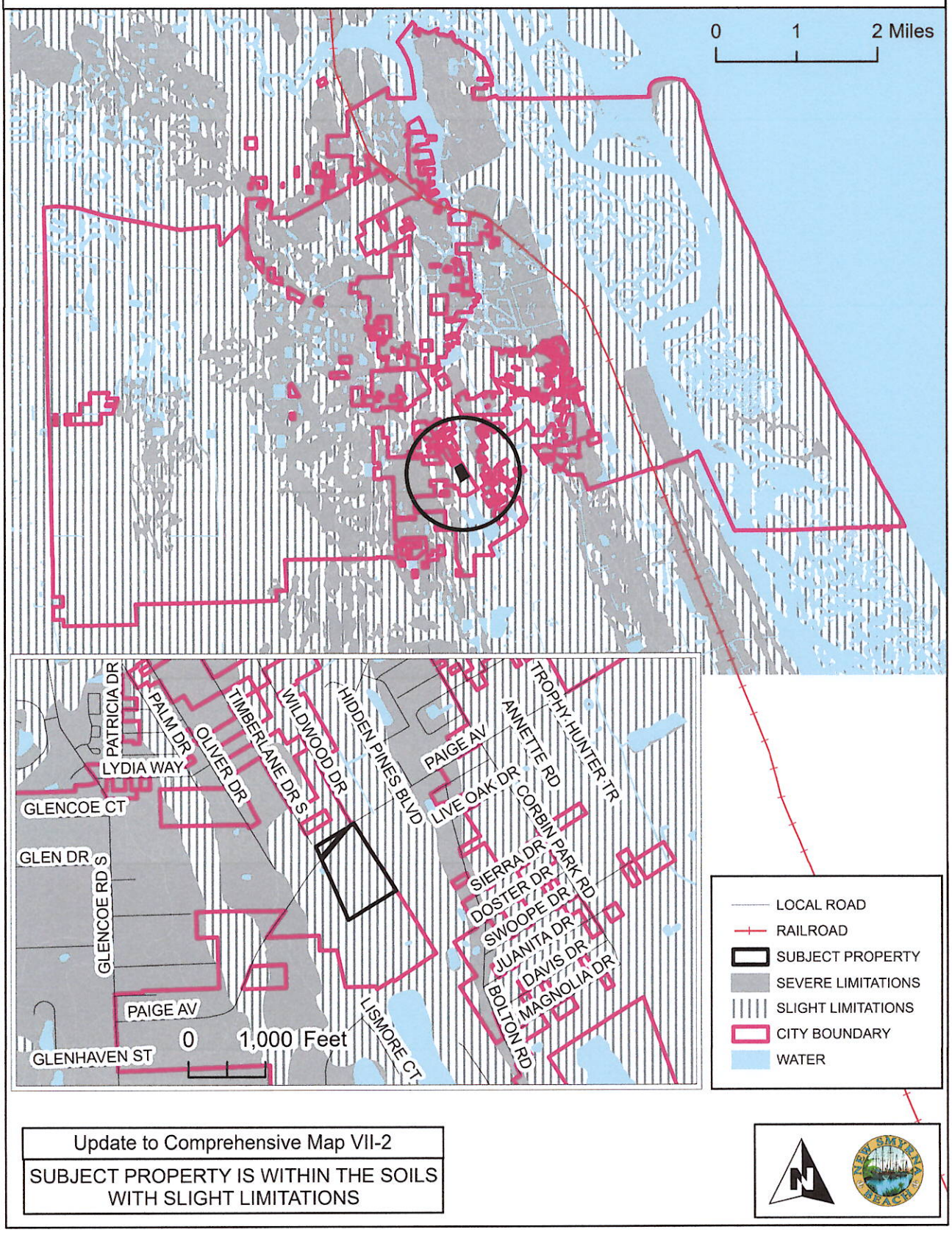
EXHIBIT "L"


NUMBER OF TRAFFIC LANES - 2025
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
BOLTON RD
ANNETTE RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


WATER AND SEWER SERVICE AREA
A-3-25
0 1 2 Miles
PATRICIA DR
PALM DR
LYDIA WAY
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
LIVE OAK DR
ANNETTE RD
TROPHY HUNTER TR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
PAIGE AV
0 1,000 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

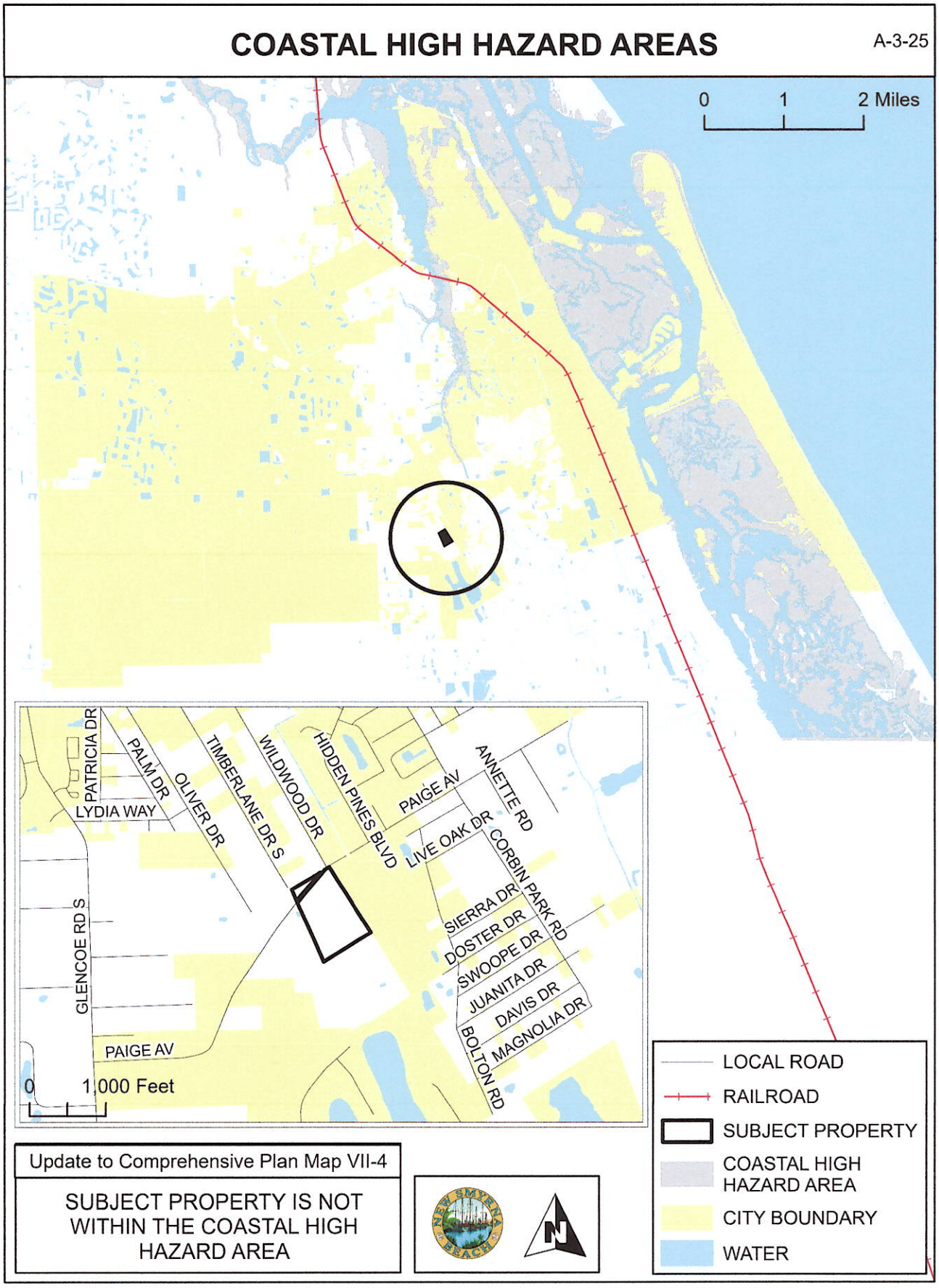
SOIL LIMITATION FOR SEPTIC SYSTEMS

A-3-25



Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS


COASTAL HIGH HAZARD AREAS
A-3-25
0 1 2 Miles
PATRICIA DR
PALM DR
LYDIA WAY
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

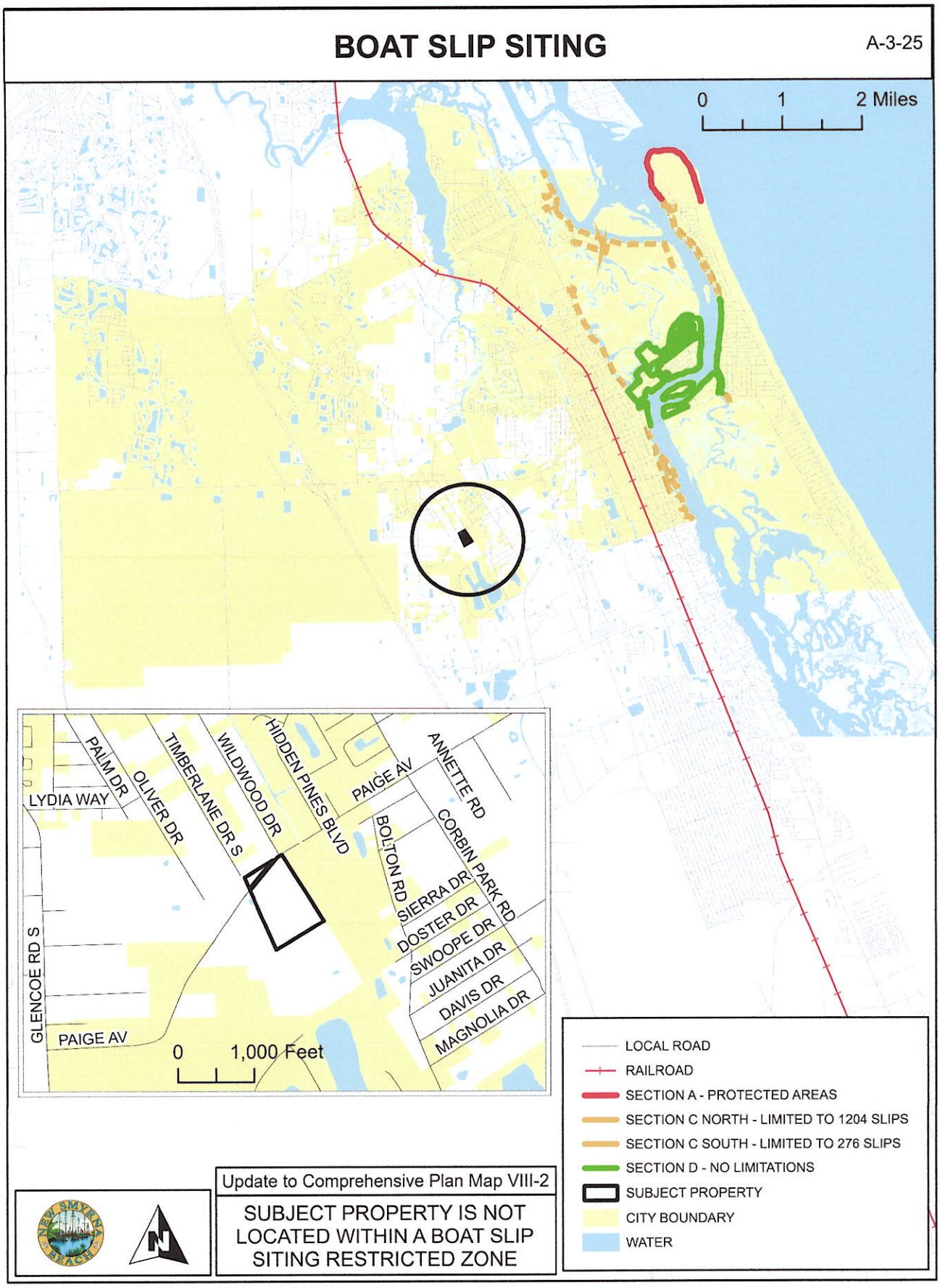
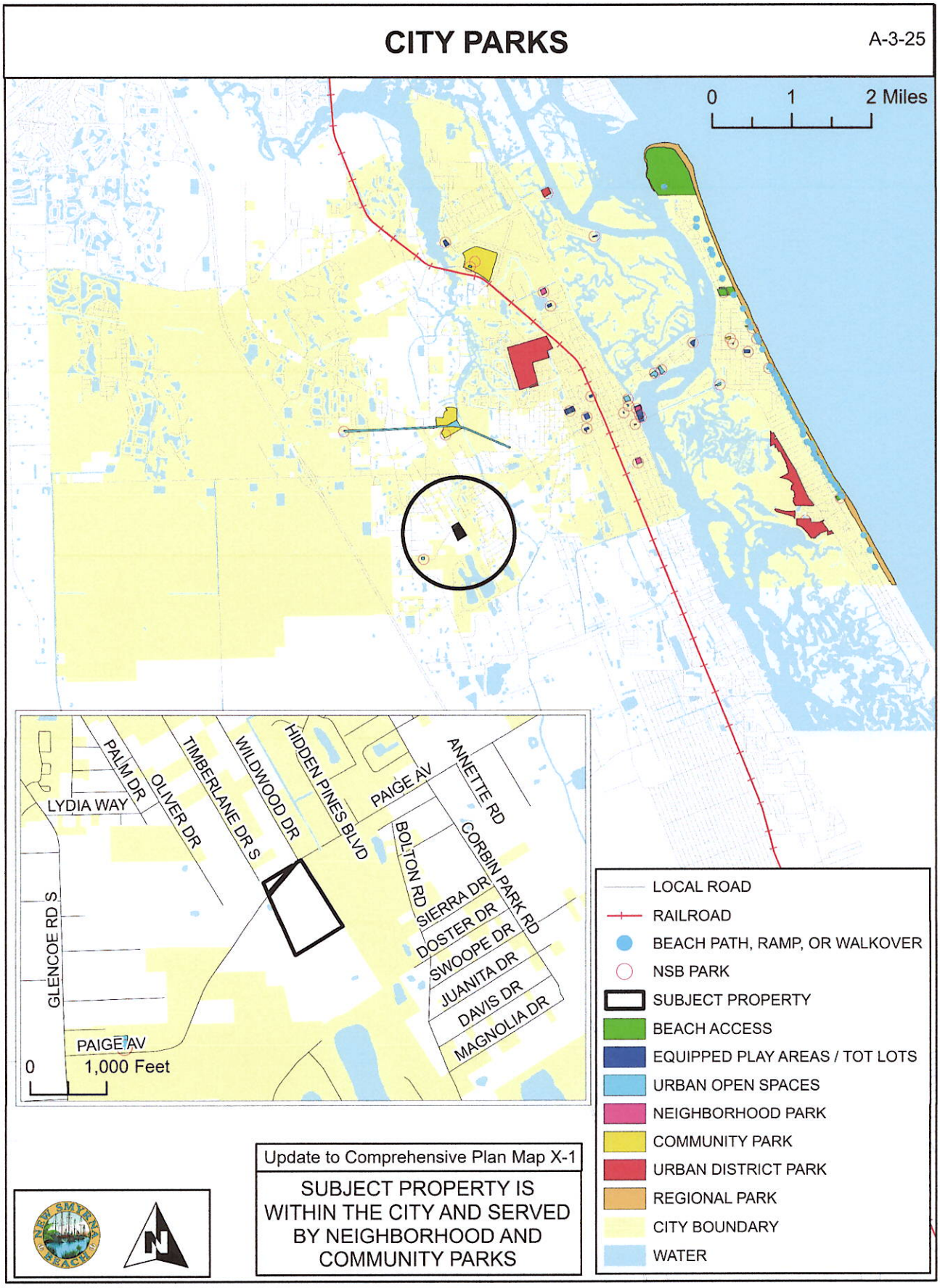
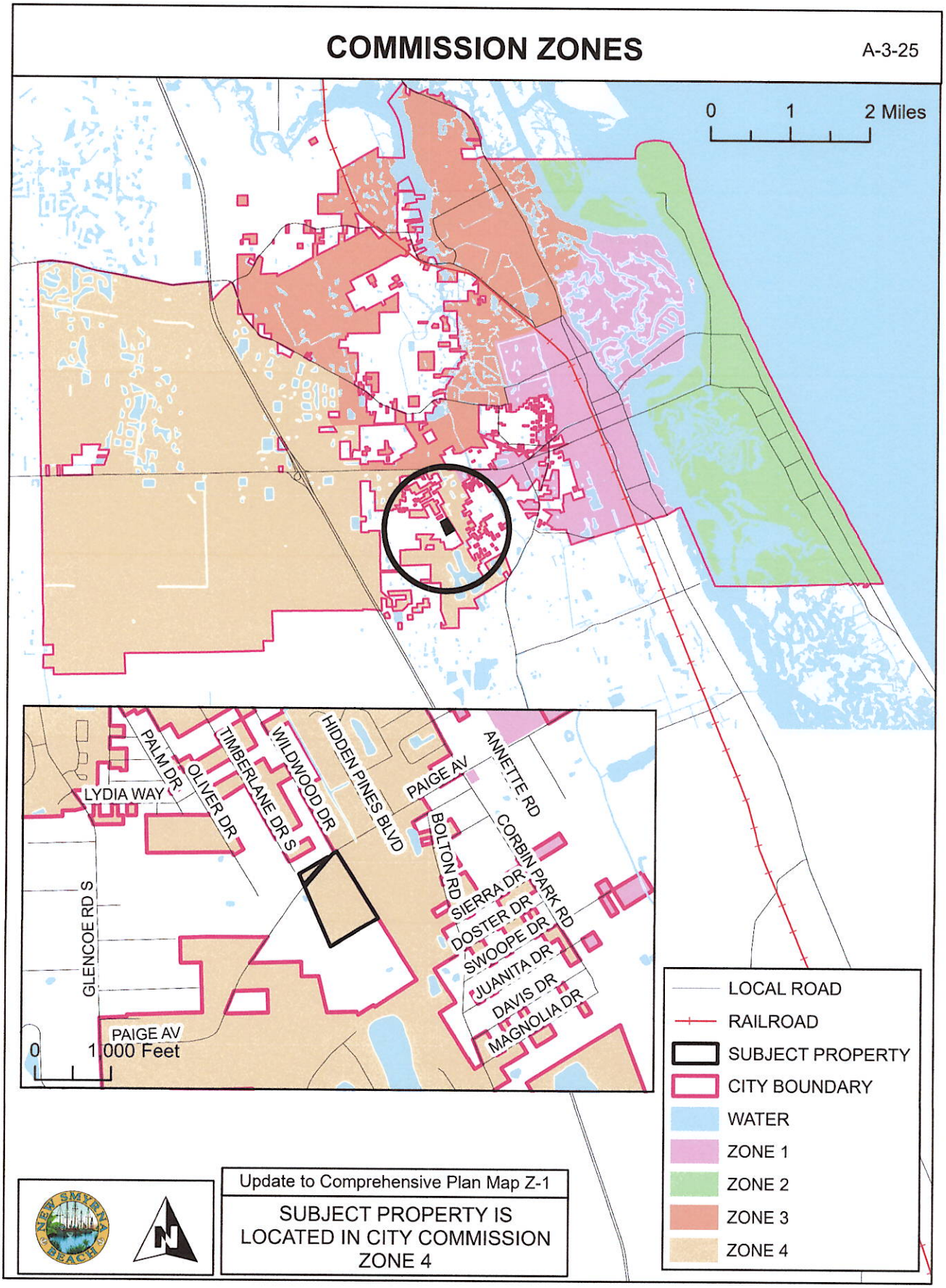

BOAT SLIP SITING
A-3-25
0 1 2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0 1,000 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"


CITY PARKS
A-3-25
0
1
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
GLENCOE RD S
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS


COMMISSION ZONES
A-3-25
0
1
2 Miles
LYDIA WAY
PALM DR
OLIVER DR
TIMBERLANE DR S
WILDWOOD DR
HIDDEN PINES BLVD
PAIGE AV
ANNETTE RD
BOLTON RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
CORBIN PARK RD
GLENCOE RD S
PAIGE AV
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 24-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND QUASI-JUDICIAL HEARING, WOULD REZONE APPROXIMATELY 18.18 ± ACRES OF LAND LOCATED ON PAIGE AVENUE TO CONSERVATION AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 13, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Rezoning:

- **From:** Volusia County zoning designation of R-3 and R-3(1), Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of Conservation with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 18.18 ± acres
- **Location:** South side of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0820

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use category and a Conservation zoning designation since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. The existing County FLU category is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City Future Land Use category is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation zoning, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Special Warranty Deed are attached as **Exhibits I** and **J**. A declaration of Restricted Covenant is attached as **Exhibit K**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give the City Commission a positive recommendation to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

The Planning Department recommends that the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

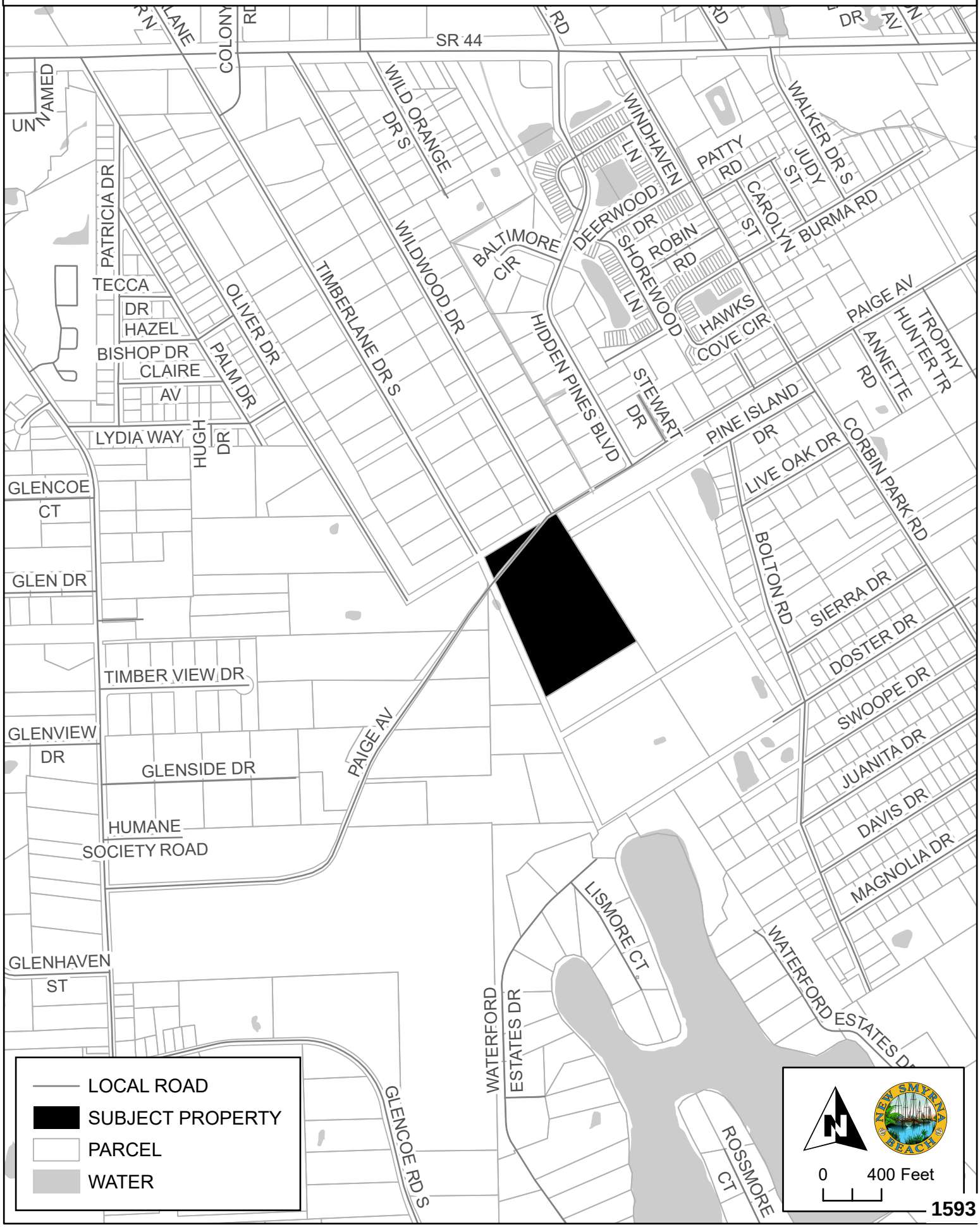
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-3 Zoning.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Special Warranty Deed.pdf
Exhibit K Dedication to Public Use.pdf
Business Impact Estimate - Ord 24-25 Paige Ave.pdf
Ord 24-25 Rezoning Paige Ave.pdf

A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 LOCATION MAP

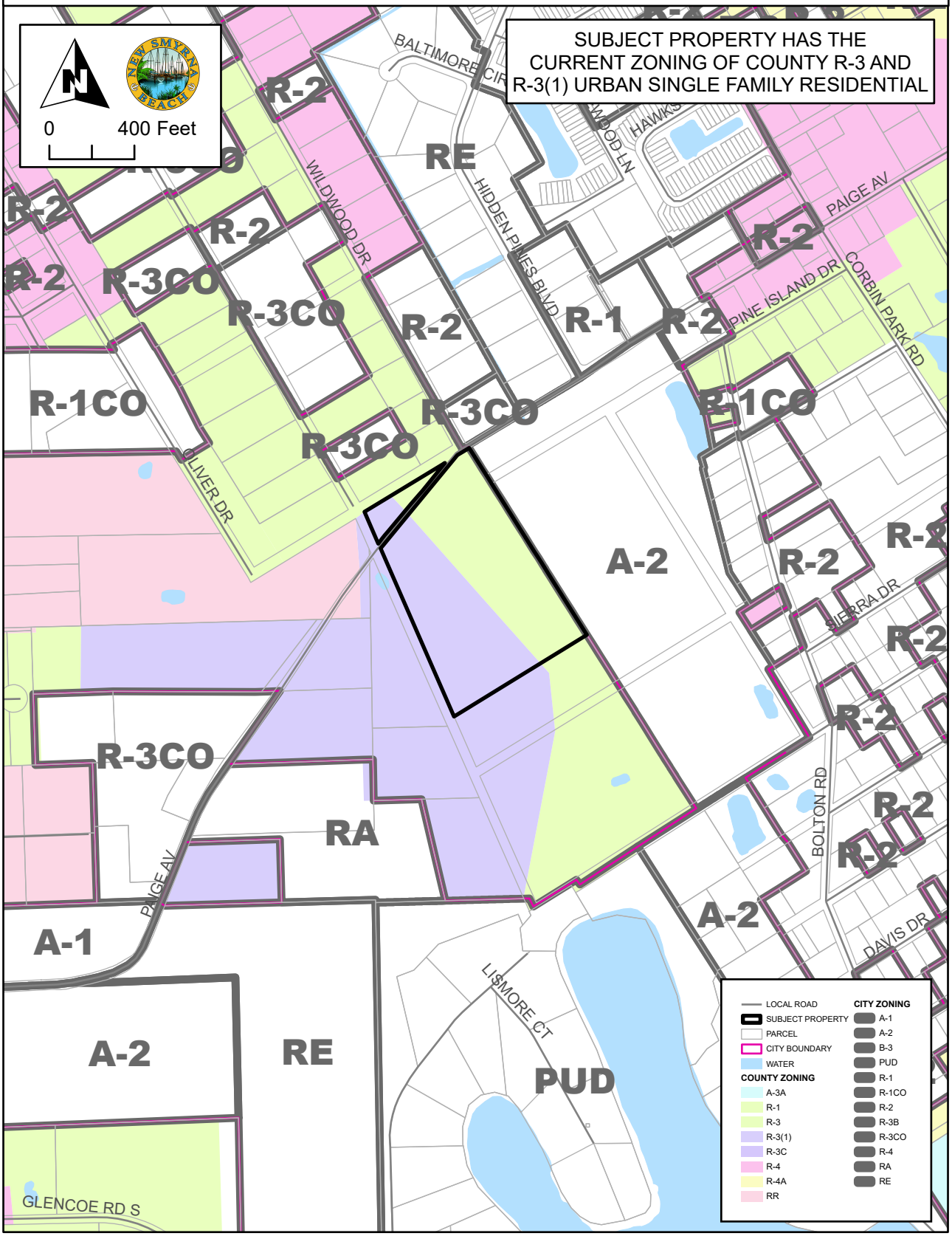


A-3-25: PAIGE AVENUE
PARCEL: 7343-06-00-0820 AERIAL MAP



EXISTING ZONING

A-3-25



R-3 URBAN SINGLE-FAMILY

RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-3 Urban Single-Family Residential Classification, is to provide medium-low-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structure: In the R-3 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to section 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:

Minimum lot size:

Area: 10,000 square feet.

Width: 85 feet.

Minimum yard size:

Front yard: 30 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

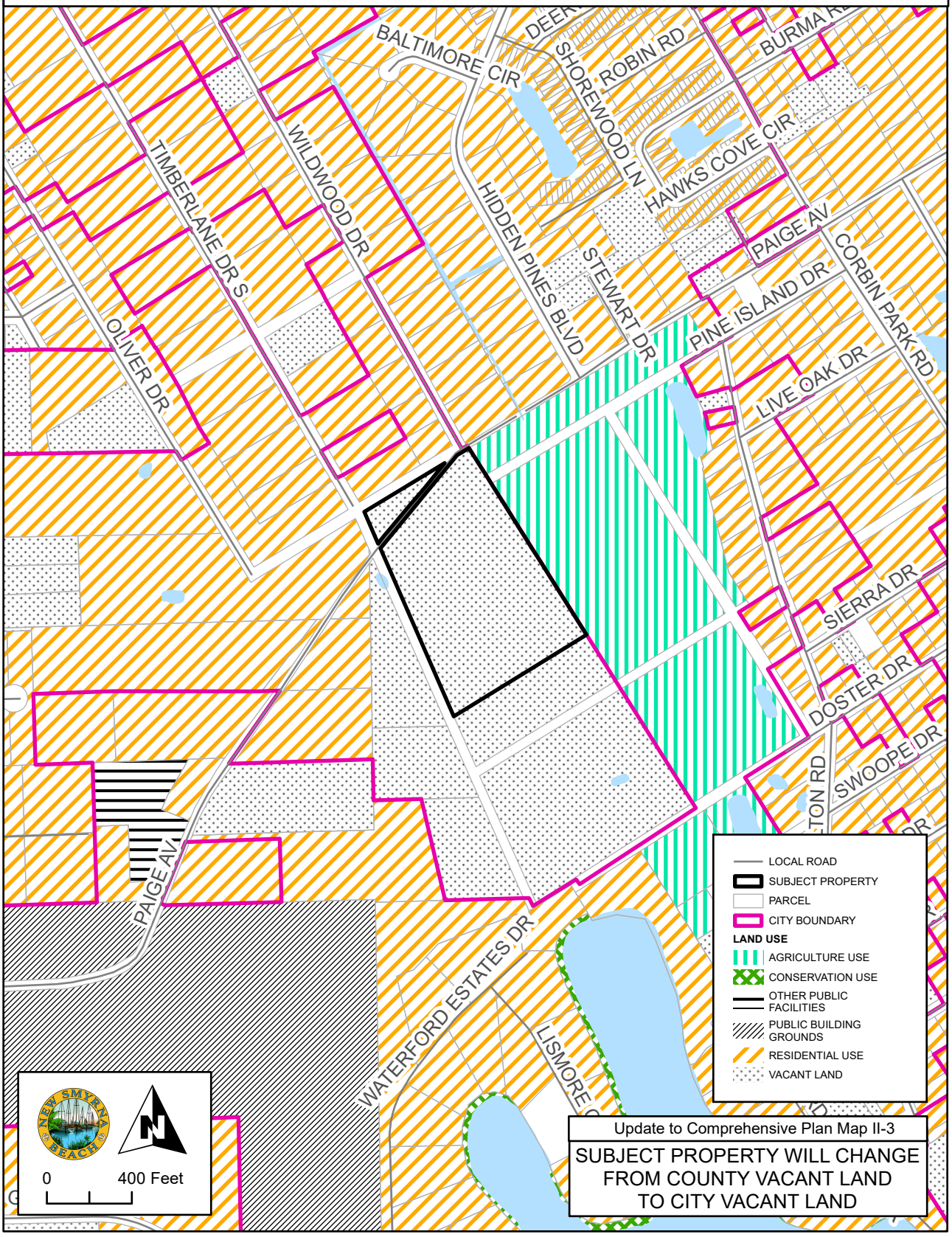
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-3-25



C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

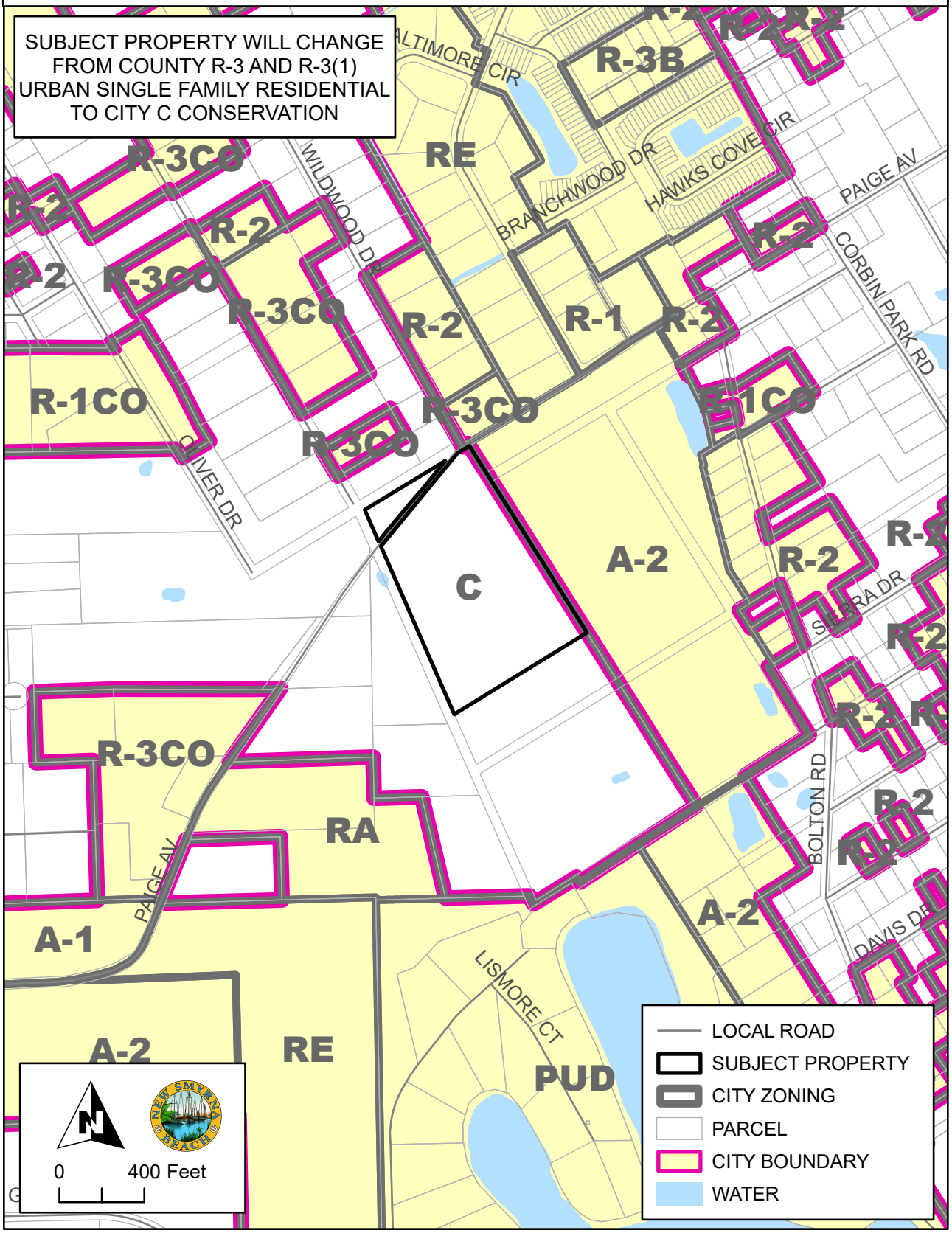
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

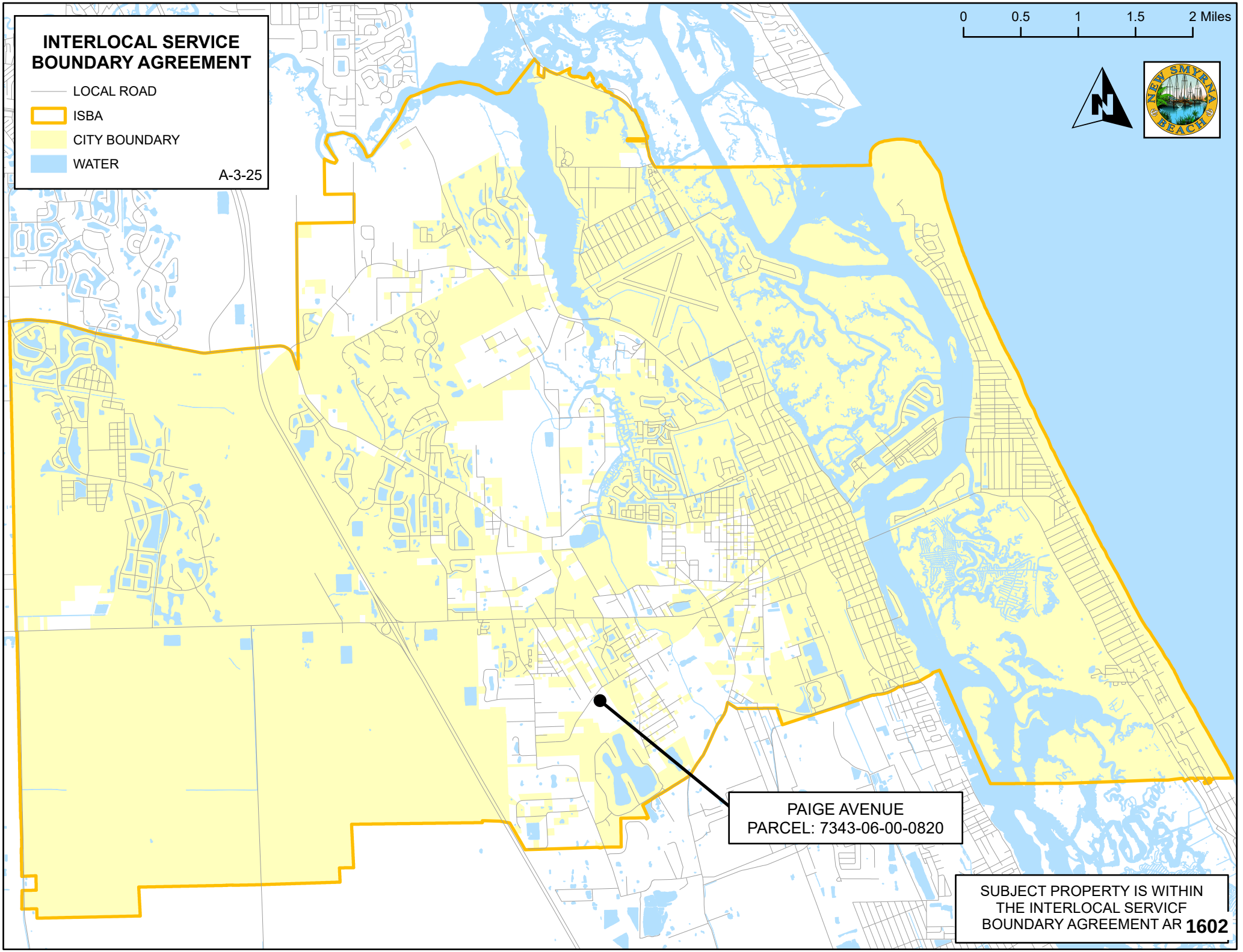
Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

A-3-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-3-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PAIGE AVENUE
PARCEL: 7343-06-00-0820
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1602

LEGAL DESCRIPTION

Address:
Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0820

AltKey Number:
3732626

Metes and Bounds by Professional Title Agency

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

Parcel ID(s): 734306000820

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 82 &N 416 FT OF LOT 97 NAPIER & HULL GRANT PER OR 4668 PG 2992 PER OR 7225 PG 0490"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

CITY OF NEW SMYRNA BEACH,
a Florida local government

Print Name: Phillip Vestal

Print Name: Ronald R. Neibert

By:

Print Name: KEVIN GOWER

Title: CITY MANAGER

Date: 2/10/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT DAY

Date: 2/19/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 18 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced IN PERSON as identification.

(SEAL)

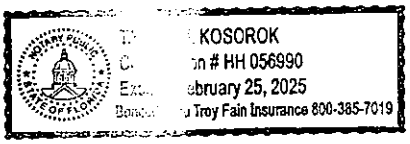
Tammy M. Kosorok

Signature of Notary Public

Print Name: TAMMY M. KOSOROK

Commission No. HH 056990

My Commission Expires: 2/25/25



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 24-25 Rezoning Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 24-25 rezones property purchased by the City under the Turnbull Creek Preservation Referendum Bond to conservation.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 24-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 18.2± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, AT THE TERMINUS OF WILDWOOD AND SOUTH TIMBERLANE DRIVES, FROM VOLUSIA COUNTY *R-3* AND *R-3(1) A, URBAN SINGLE-FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road at the terminus of Wildwood and South Timberlane Drives, from Volusia County *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 18.2± acres of property generally located south of Paige Avenue, west of Corbin Park Road at the terminus of Wildwood and South Timberlane Drives, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0820
Paige Avenue

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

shall be and the same is hereby rezoned from Volusia *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 23-25, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 23-25, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 5/5/2025

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 25-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD ANNEX APPROXIMATELY 17.5 +/- ACRES OF LAND LOCATED AT 2350 PAIGE AVENUE.

May 13, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 17.5 ± acres
- **Location:** South of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0980

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use and a Conservation zoning since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. As discussed above, the existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU designation is Conservation. The proposed City zoning designation is Conservation.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

A map showing the subject properties incorporated into Commission Zone 4 is attached

as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Special Warranty Deed are attached as **Exhibits H** and **I**. A declaration of Restricted Covenant is attached as **Exhibit J**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested annexation application.

The Planning Department recommends the City Commission to **approve** the requested annexation application.

Fiscal Analysis:
N/A

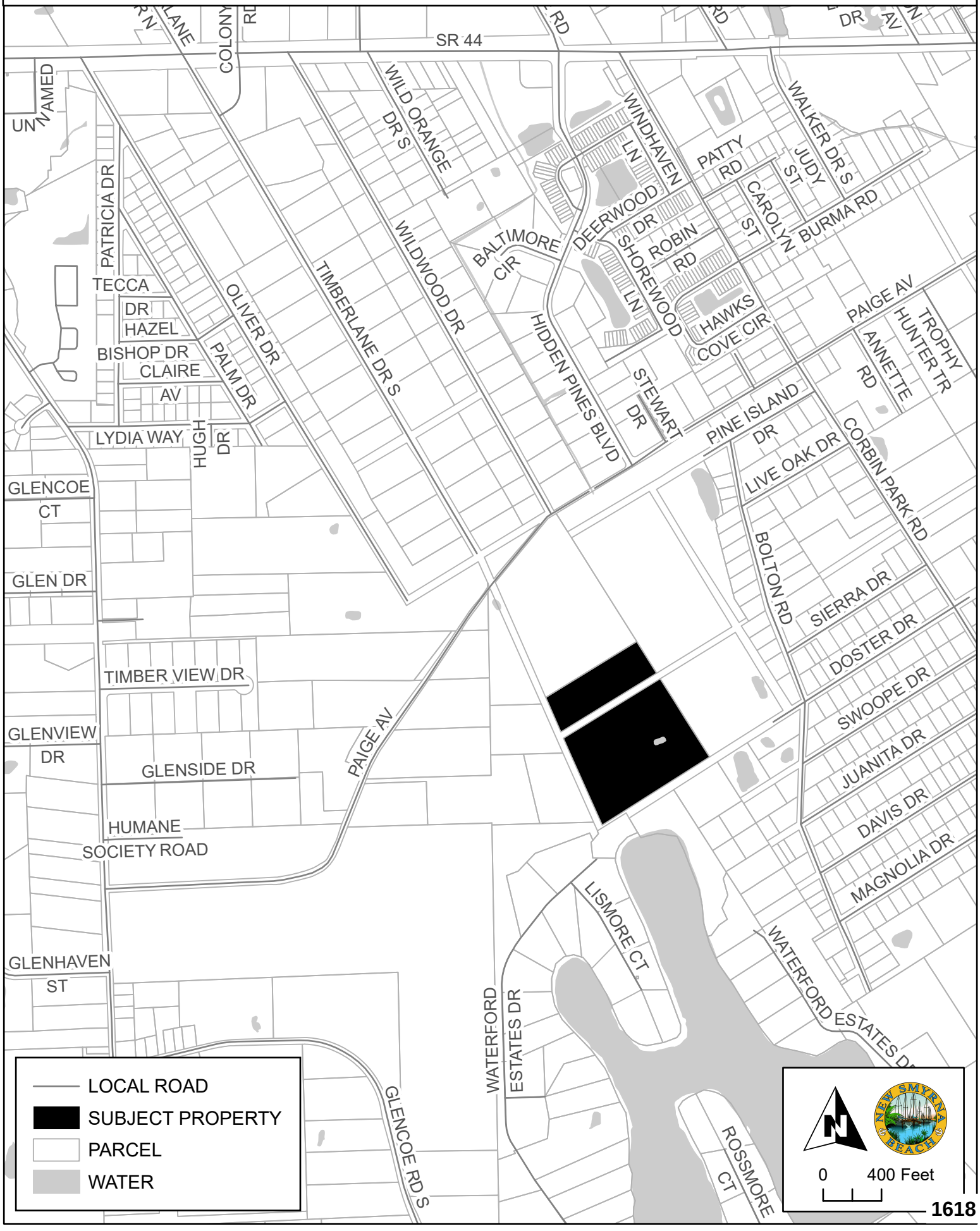
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Special Warranty Deed.pdf
Exhibit J Dedication to Public Use.pdf
Business Impact Estimate - Ord 25-25 2350 Paige Ave.pdf
Ord 25-25 Annex 2350 Paige Ave.pdf

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP



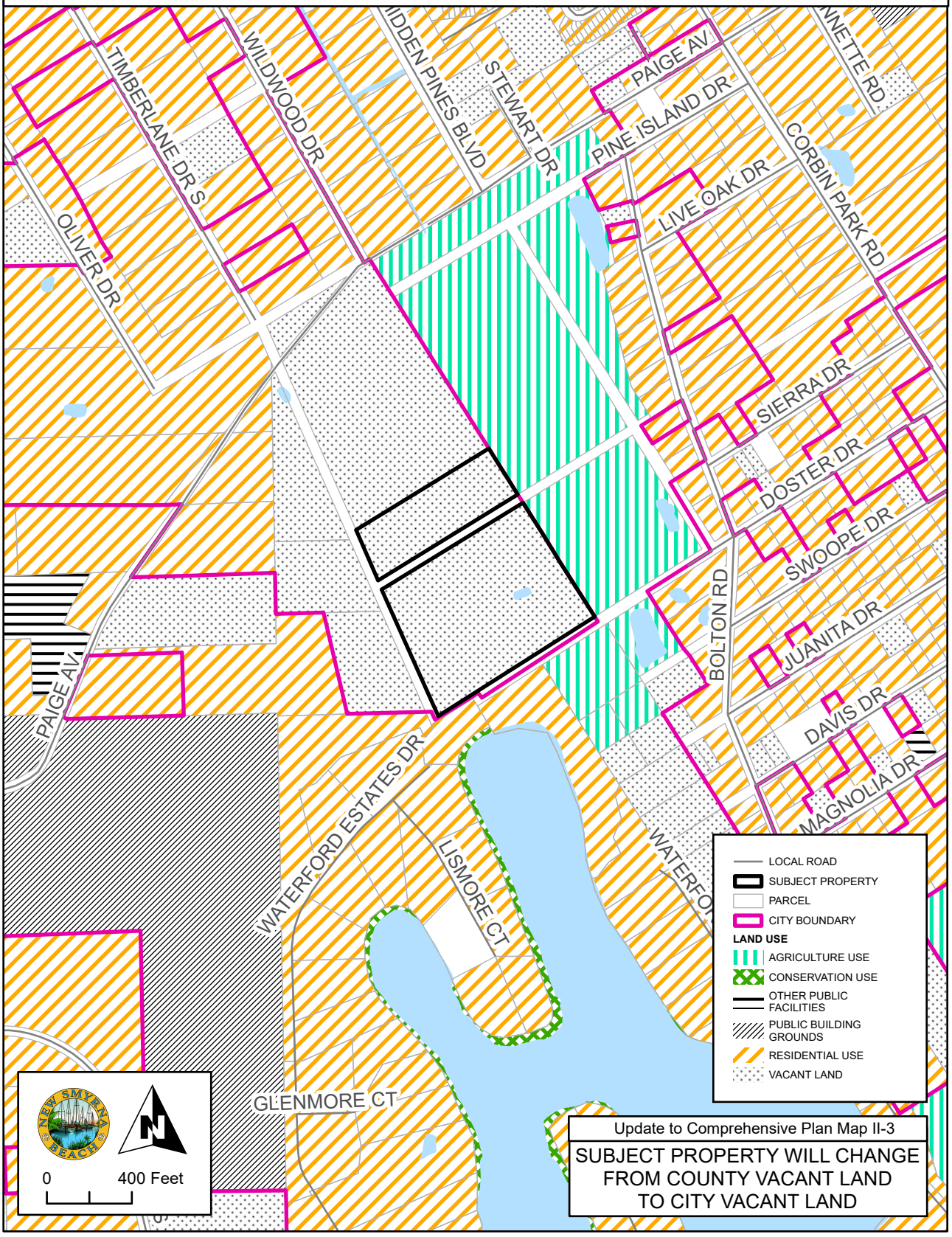
1618

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 AERIAL MAP



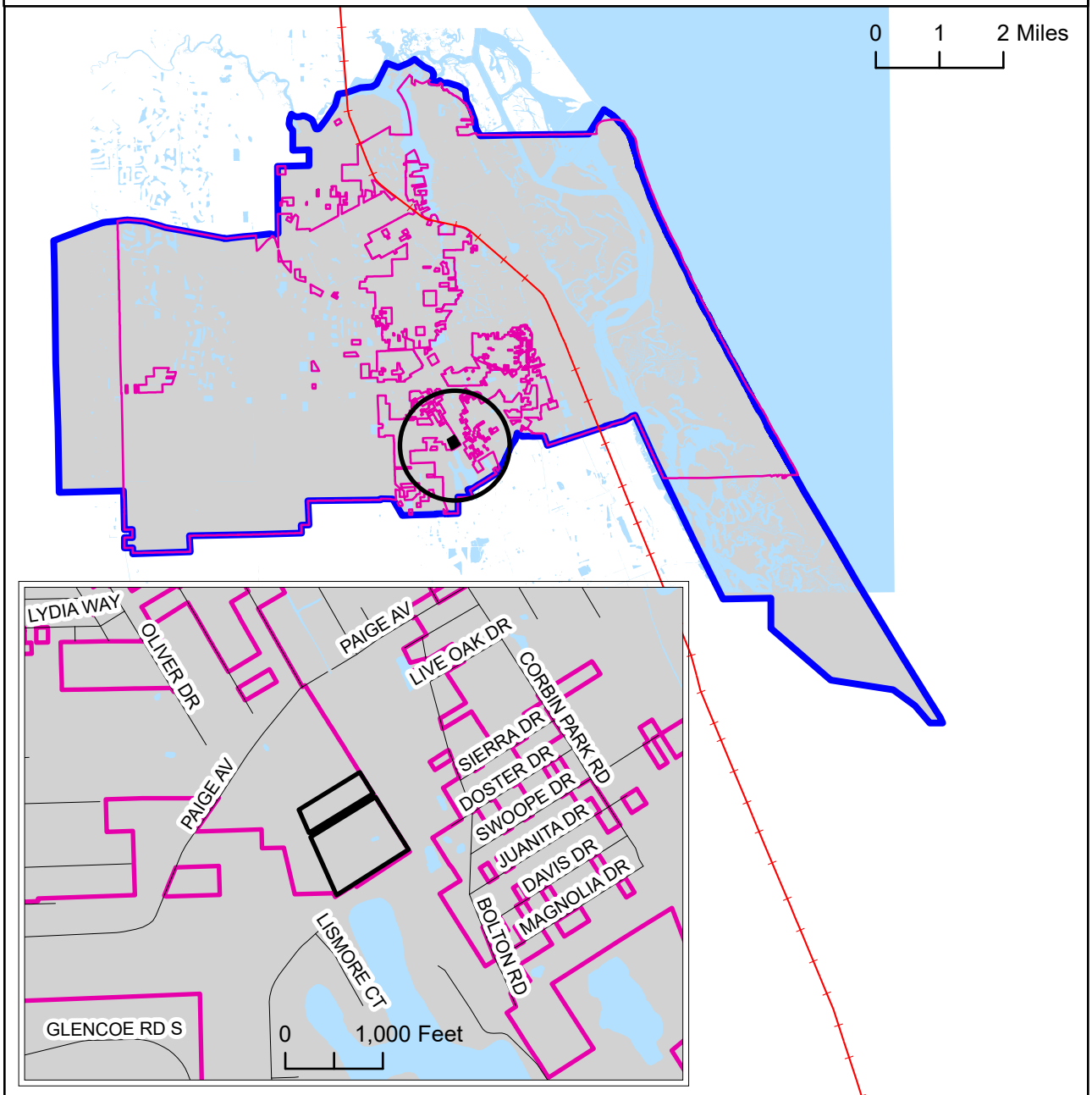
EXISTING LAND USE DESIGNATIONS

A-4-25



WATER AND SEWER SERVICE AREA

A-4-25



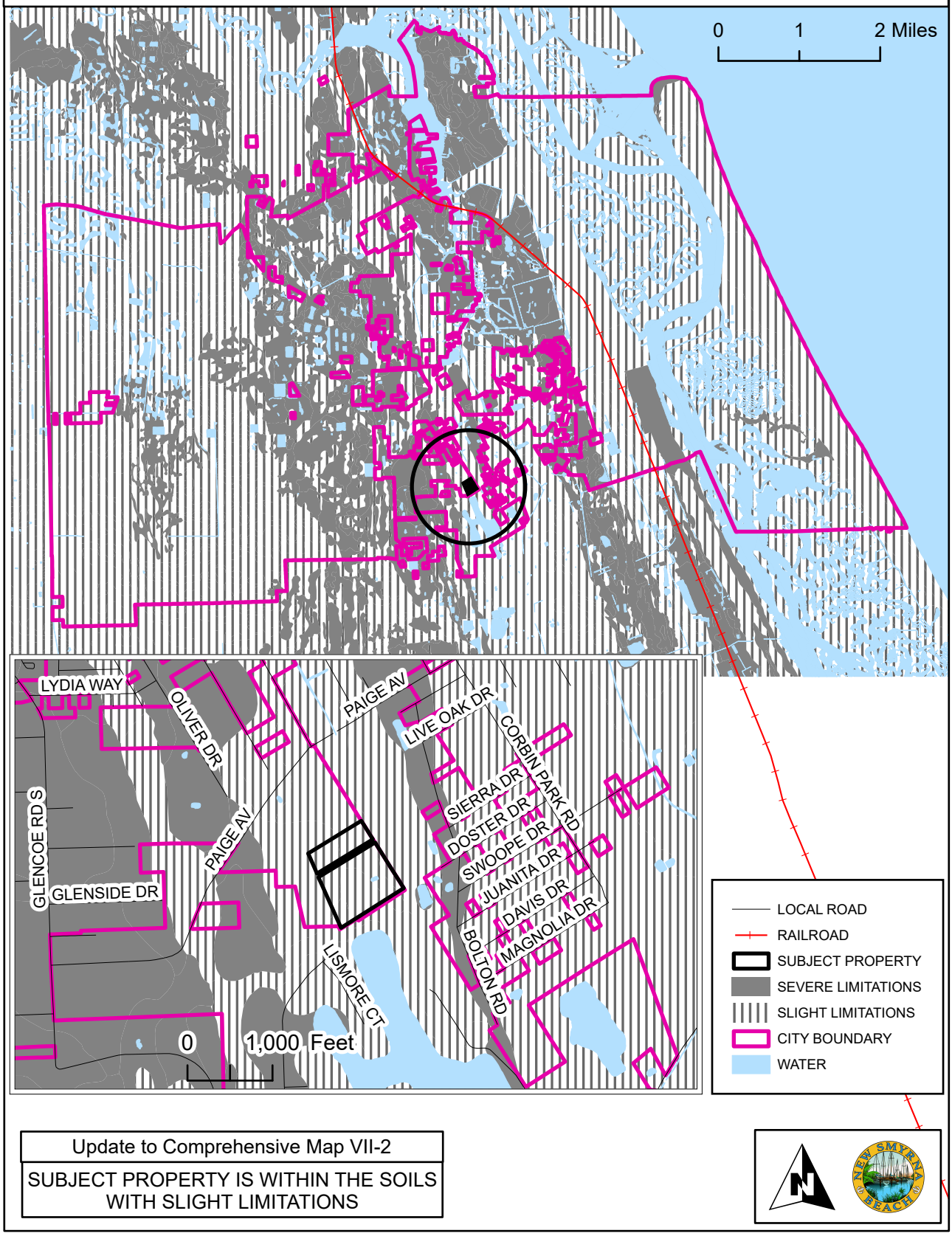
Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- WATER AND SEWER SERVICE AREA
- CITY BOUNDARY
- WATER

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-4-25

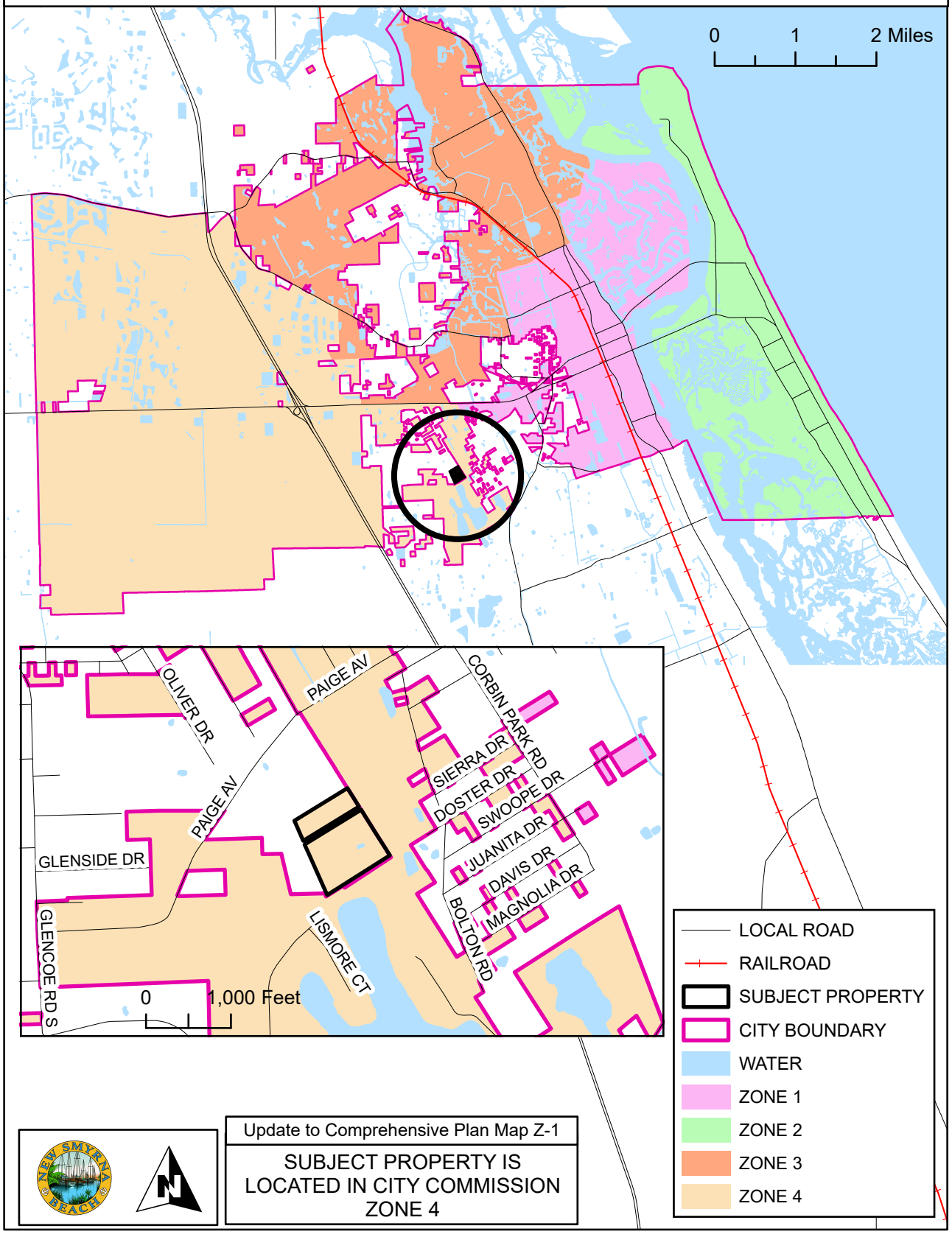


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

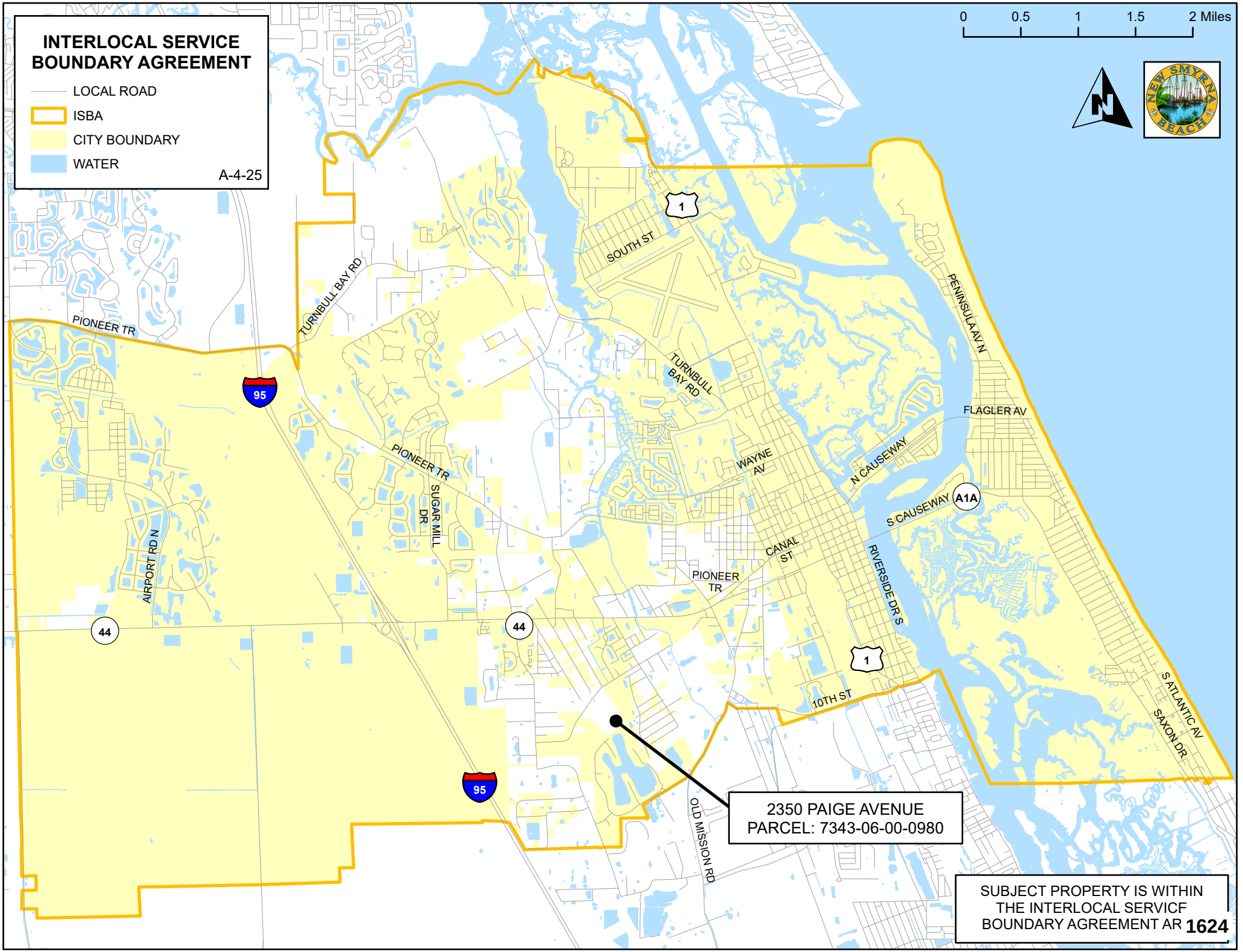
COMMISSION ZONES

A-4-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1624

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

Metes and Bounds by Professional Title Agency

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

Parcel ID(s): 734306000980

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth

herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

CITY OF NEW SMYRNA BEACH,
a Florida local government

By:

Print Name: KEVIN COUCH

Title: City Manager

Date: 2/18/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT RAY

Date: 2/18/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 15 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced in person as identification.

(SEAL)

Signature of Notary Public

Print Name: Tammy M. Kosorok

Commission No. HH 056990

My Commission Expires: 2/25/25

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 25-25 Annexing 2350 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 25-25 annexes land into the City for preservation under the Turnbull Creek Referendum Bond.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 25-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 17.5± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, ADDRESSED AS 2350 PAIGE AVENUE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State***. The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

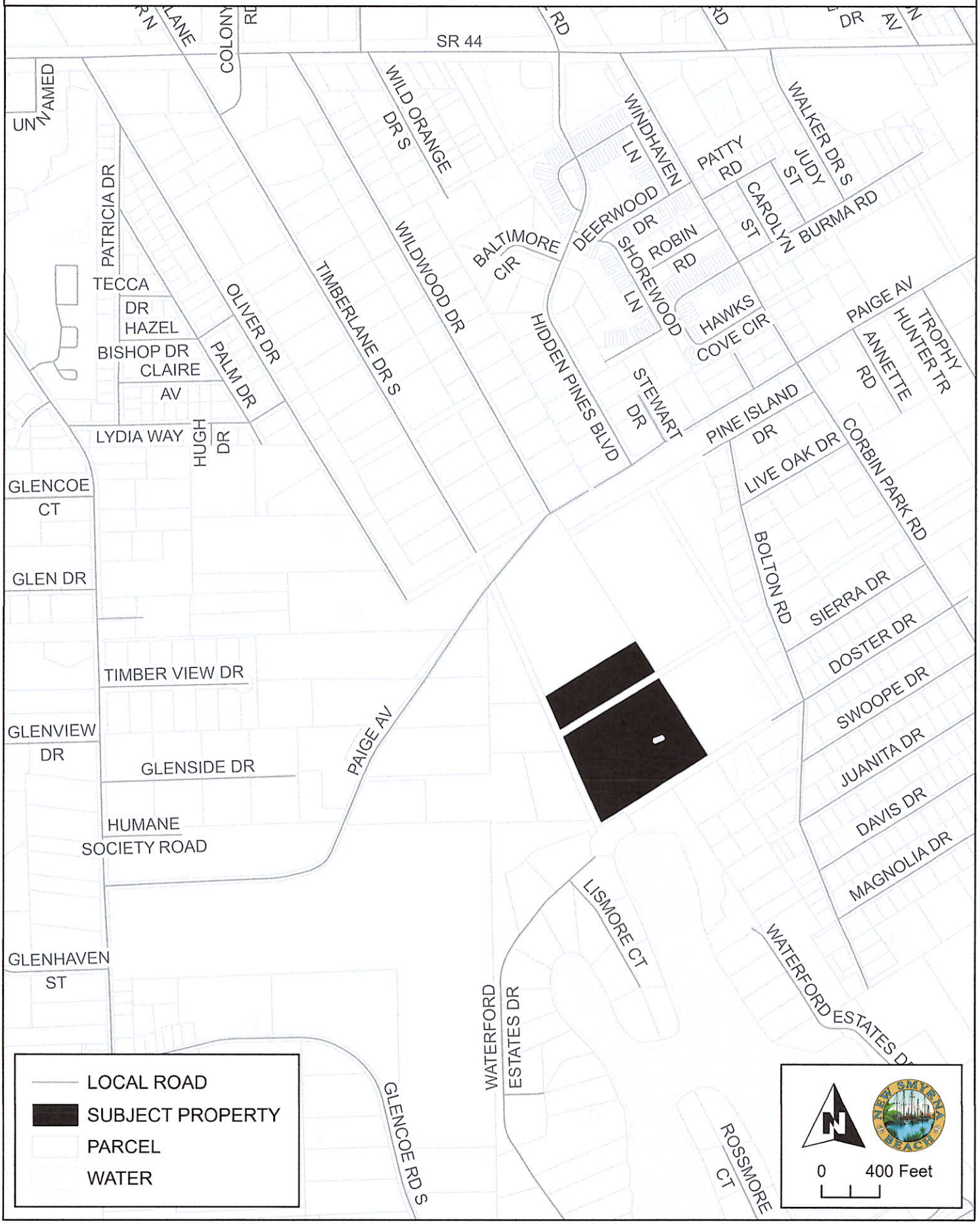
Metes and Bounds by Professional Title Agency

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

EXHIBIT "A"

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP



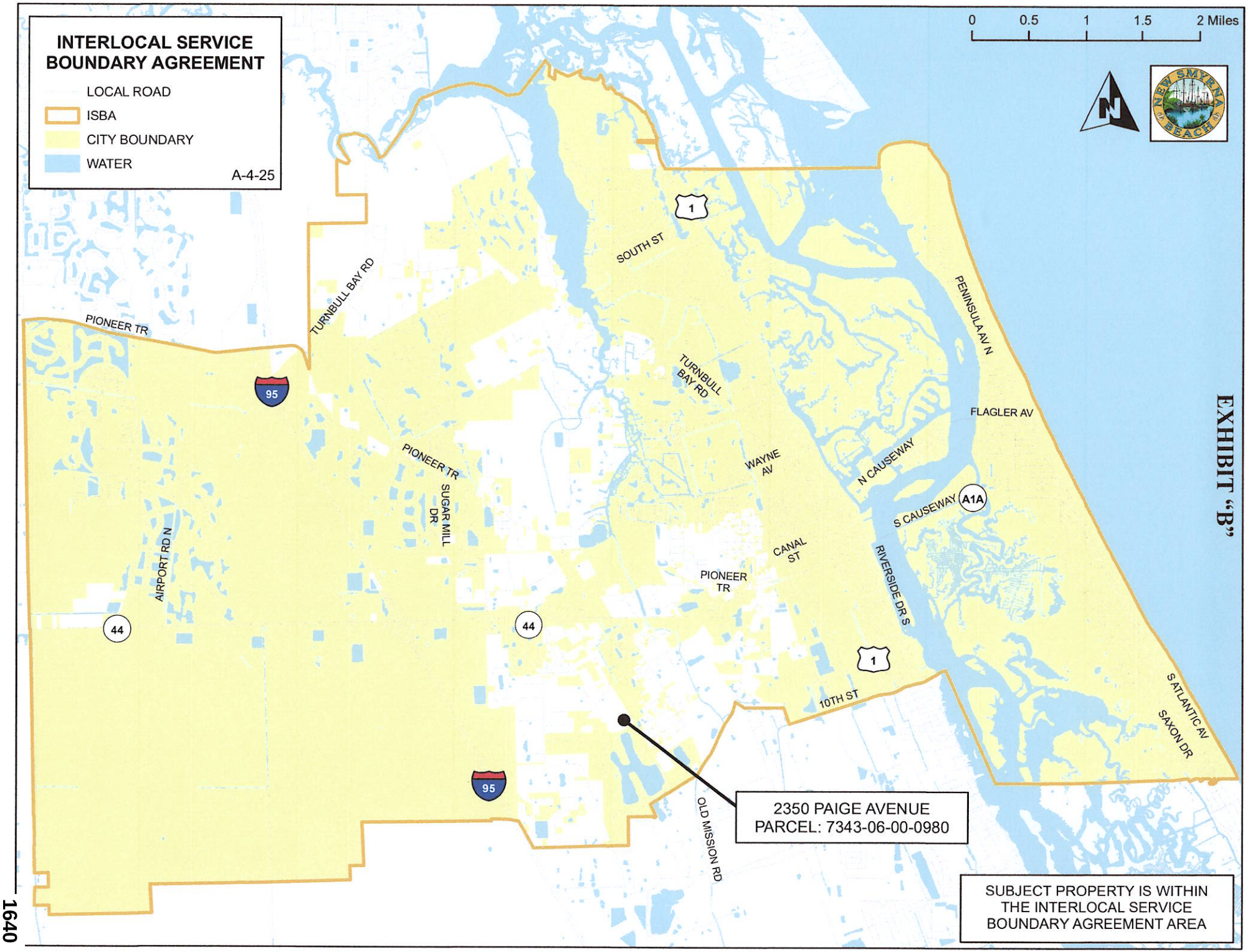
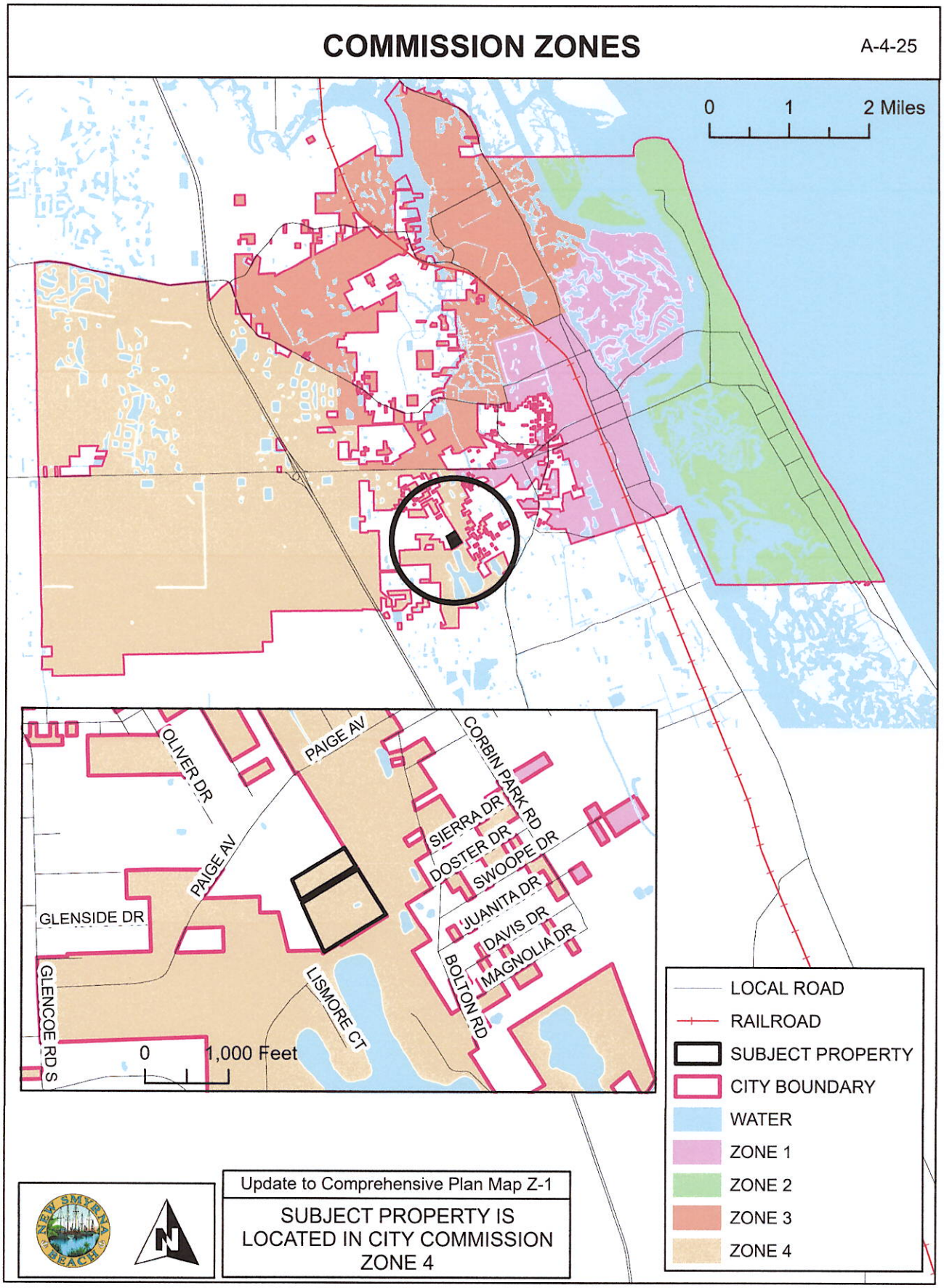

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
SOUTH ST
TURNBULL BAY RD
PIONEER TR
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-4-25
0 1 2 Miles
OLIVER DR
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 26-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING WOULD PROPOSE A SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE CATEGORY TO CONSERVATION FOR PROPERTY LOCATED AT 2350 PAIGE AVENUE AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 13, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) designation of Urban Low Intensity and Low Impact Urban.
- **To:** City FLU designation of Conservation.

Site Information:

- **Size:** 17.5 ± acres
- **Location:** South of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0980

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use and a Conservation zoning since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. As discussed above, the existing County FLU designation is Urban Low Intensity and Low Impact Urban. The existing County zoning designation is R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU designation is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation Future Land Use designation is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Paige Avenue has a 12-inch PVC water main and a 20-inch PVC water main in the Paige Avenue right-of-way, there is also a 4-inch dedicated PVC sewer force main, and an 8-inch dedicated Clay sewer force main and a 20-inch reclaimed water main, but local sewer and reclaim services are not available.

A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Special Warranty Deed are attached as **Exhibits Y** and **Z**. A declaration of Restricted Covenant is attached as **Exhibit AA**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

The Planning Department recommends the City Commission to **approve** the requested Small Scale *Comprehensive Plan* amendment amending the Future Land Use to City Conservation as part of an overall annexation application.

Fiscal Analysis:
N/A

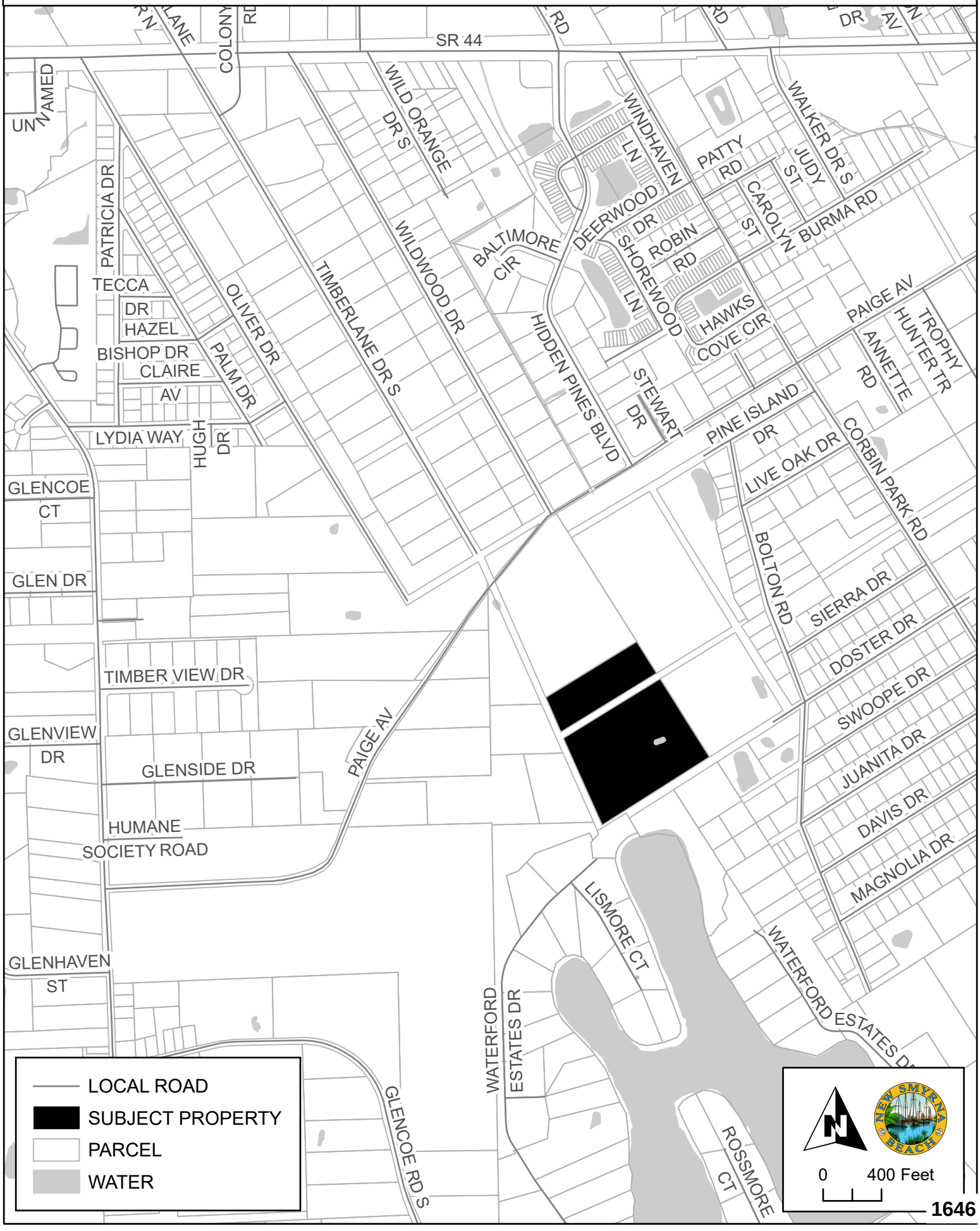
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Low Impact Urban FLU Text.pdf
Exhibit D County Urban Low Intensity FLU Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Special Warranty Deed.pdf
Exhibit AA Dedication to Public Use.pdf
Business Impact Estimate - Ord 26-25 2350 Paige Ave.pdf
Ord 26-25 Small Scale 2350 Paige Ave.pdf

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP



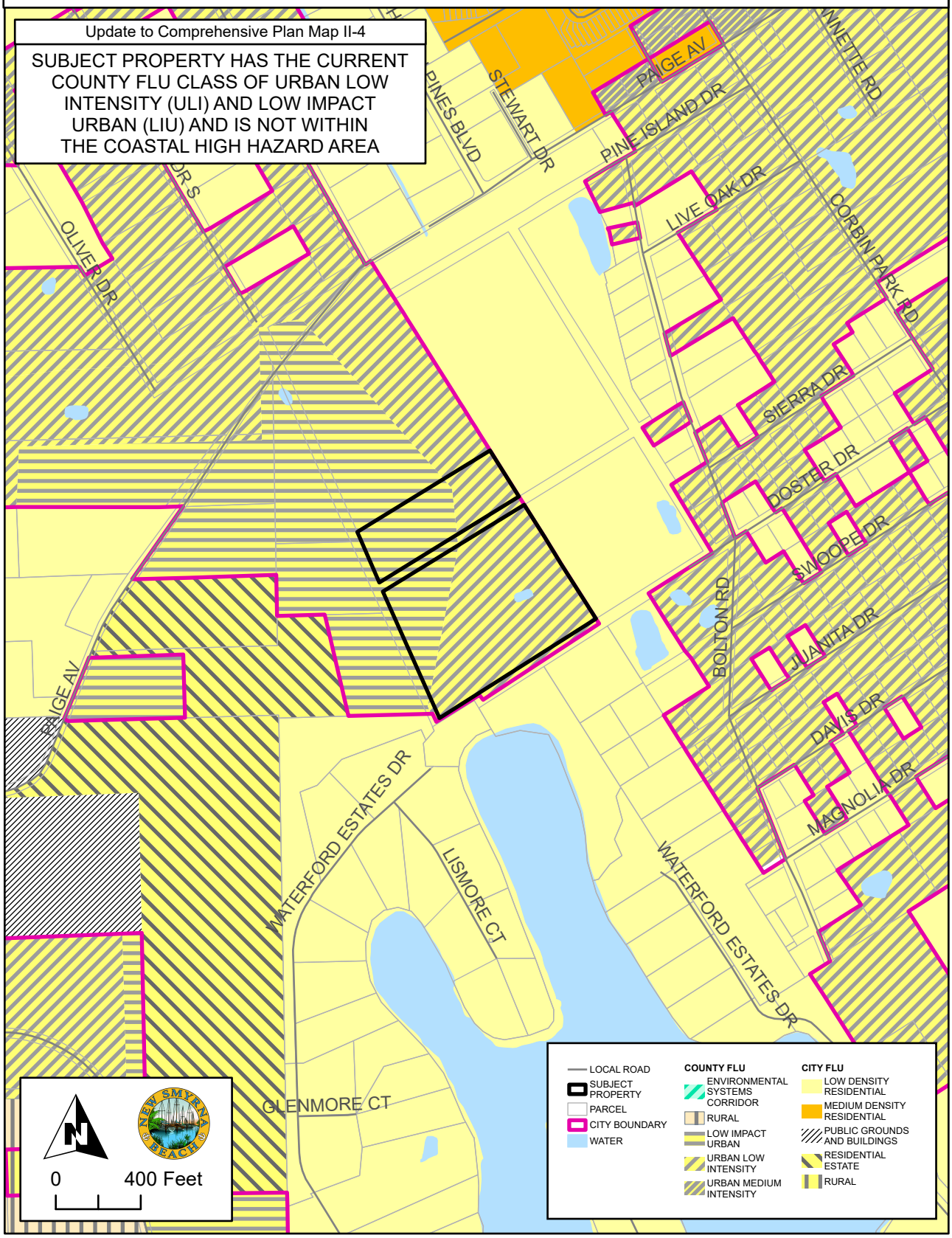
1646

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-4-25



Low Impact Urban (LIU) –

This designation consists of lands which are determined to be suitable for urban type development and are adjacent to existing urban development. Lands designated LIU serve as a transition between highly protected natural resource areas and existing urban development. The LIU is primarily a residential designation but may allow limited commercial development. Sites within this designation may be determined to be suitable for urban type development only if they meet the following criteria:

(1) The Planned Unit Development zoning process will be used to implement the LIU provisions if the applicant proposes more intense uses than what is allowed. For proposals that do not propose a density increase, straight rezoning is allowed.
(2) The site is serviced by central utilities at the time of application for development approval.
(3) The gross residential density does not exceed one (1) dwelling unit per acre.
(4) At least twenty percent (20%) of the total development site is set aside for the preservation of upland habitat sited in an ecologically strategic manner (e.g., adjacent to wetlands).
(5) Encroachment into wetlands and wetland buffers shall be avoided to the maximum extent practicable.
(6) Residential developments should be clustered.
(7) Low intensity, commercial development may be allowed in the LIU designation only if it meets the following additional criteria:

    (a) The development does not exceed a Floor Area Ratio of thirty-five percent (0.35 FAR).
    (b) The proposed use is ancillary to residential development in the immediate area. Nonresidential developments intended to serve the community or regional market area (see Shopping Center definition in Chapter 20) are not allowed in the LIU.
    (c) The buildings within the development are clustered.

(8) In order to protect environmental resources and ensure neighborhood compatibility, commercial development proposals may also be required to:

    (a) Use stricter lot coverage or impervious surface ratios. Chapter 1 Page 10 of 165 April 4, 2024 (through CPA 23-006)
    (b) Provide increased landscape buffers and/or open space requirements.
    (c) Reduce the amount of parking on-site either through adjusted parking ratios or reduced parking space size.
    (d) Limit the type of commercial uses allowed

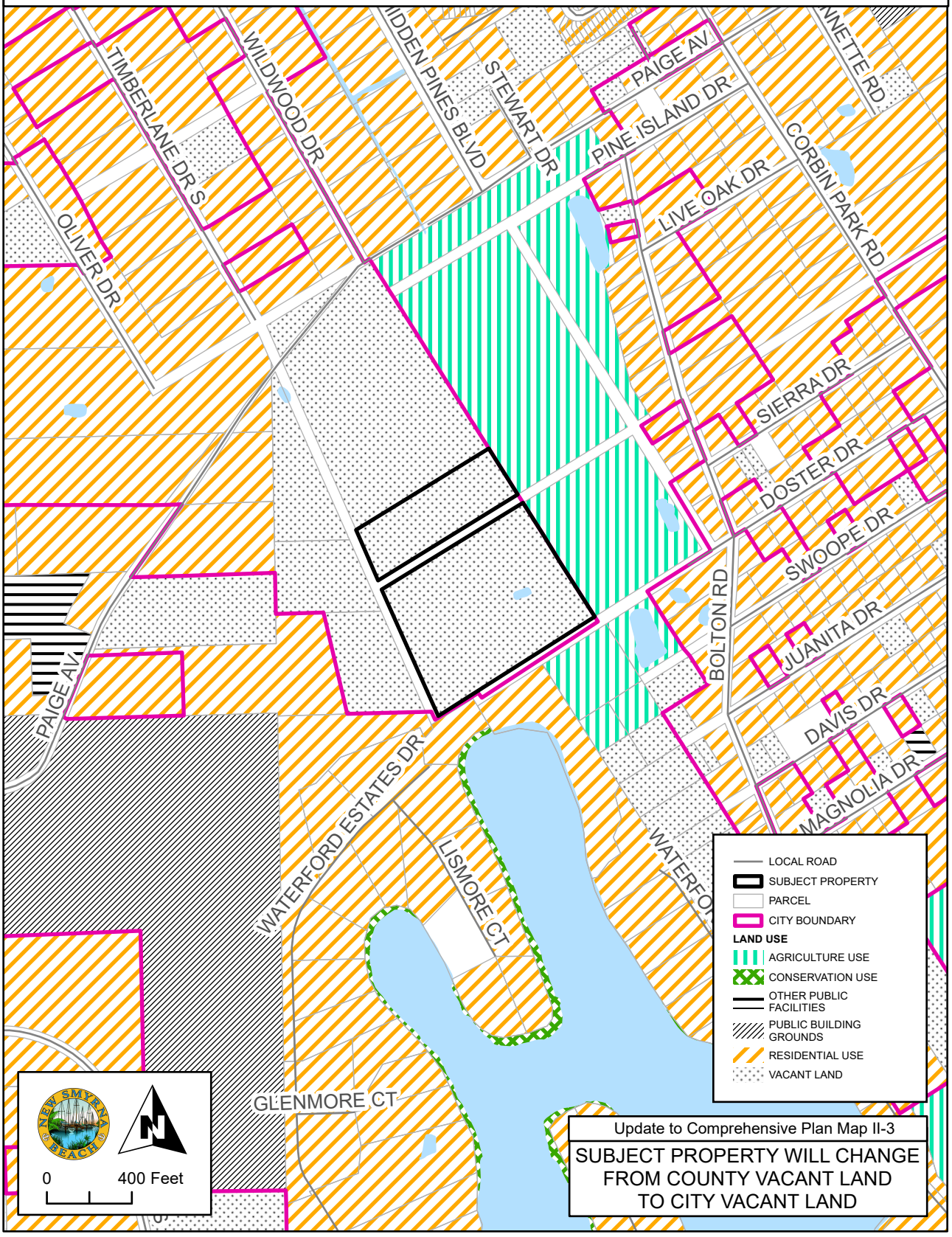
Urban Low Intensity (ULI) – Areas for low density residential dwelling units of up to four (4) dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, particularly compatibility with adjacent uses and availability of public facilities. This residential designation is generally characterized by single family type housing, e.g., single family detached and attached, cluster and zero lot line. This designation will allow existing agricultural zoning and uses to continue.

The ULI designation is primarily a residential designation but may also allow neighborhood convenience uses (see Shopping Center definition in Chapter 20) and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. The commercial intensity shall be limited to no more than a fifty percent Floor Area Ratio (0.50 FAR) and in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should be oriented to serve adjacent neighborhoods, reflect comparable traffic generation, similar traffic patterns, building scale, landscaping and open space and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the BPUD process when adjacent to low density residential in order to preserve the character of the neighborhood. More intensive neighborhood commercial use shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one-quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-4-25



CONSERVATION

Maximum allowed Floor Area Ratio (FAR): 0.10

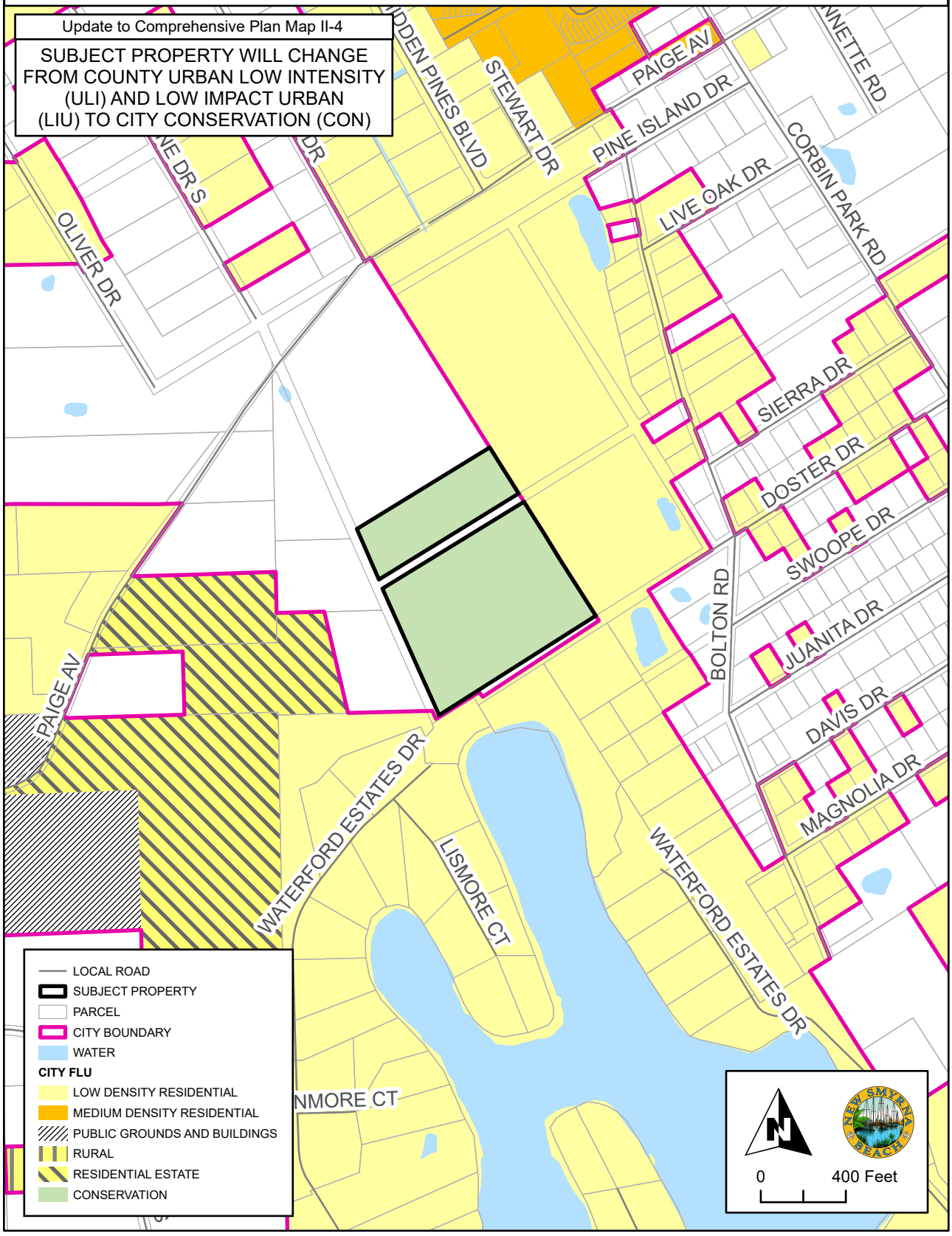
The general boundaries of those areas known to require environmental protection from development have been designated as conservation on the Future Land Use Map.

Designations are based on the best information available. Owners of lands designated as conservation on the Future Land Use Map may petition the City to adjust the boundaries of the conservation zone based upon a qualified biologist's determination of the boundaries made in accordance with §701.07 of the *Land Development Regulations*.

The Planning and Zoning Department shall review the owner's petition and automatically adjust the Future Land Use Map to correctly represent said area and upland buffer. The Local Planning Agency's approval shall be required if the area to be changed is greater than five (5) acres. Environmentally sensitive areas shall include, but not be limited to, jurisdictional wetlands, wetland buffers, uplands included as part of designated environmental corridors, and public beaches.

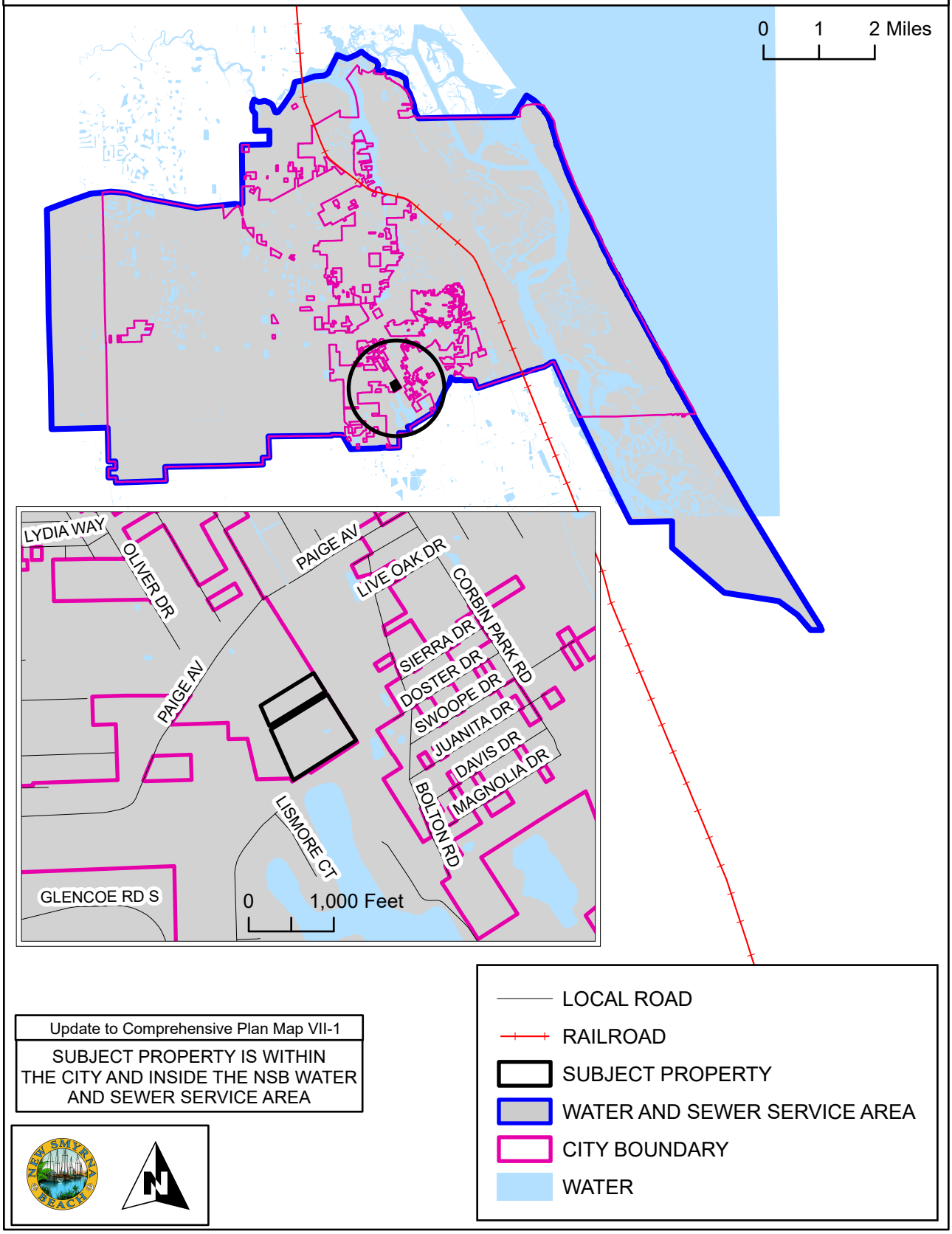
PROPOSED FUTURE LAND USE DESIGNATIONS

A-4-25



WATER AND SEWER SERVICE AREA

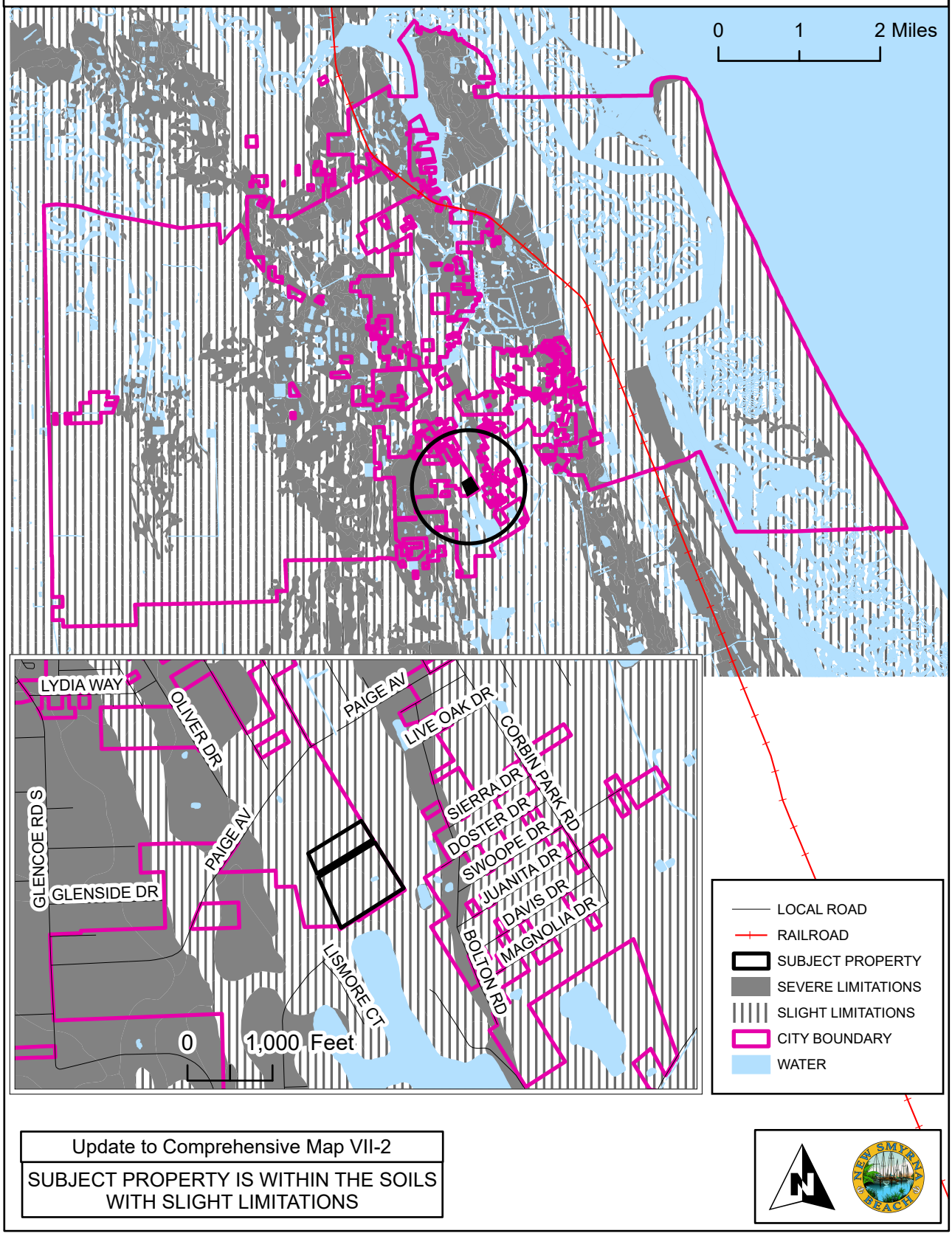
A-4-25



Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-4-25

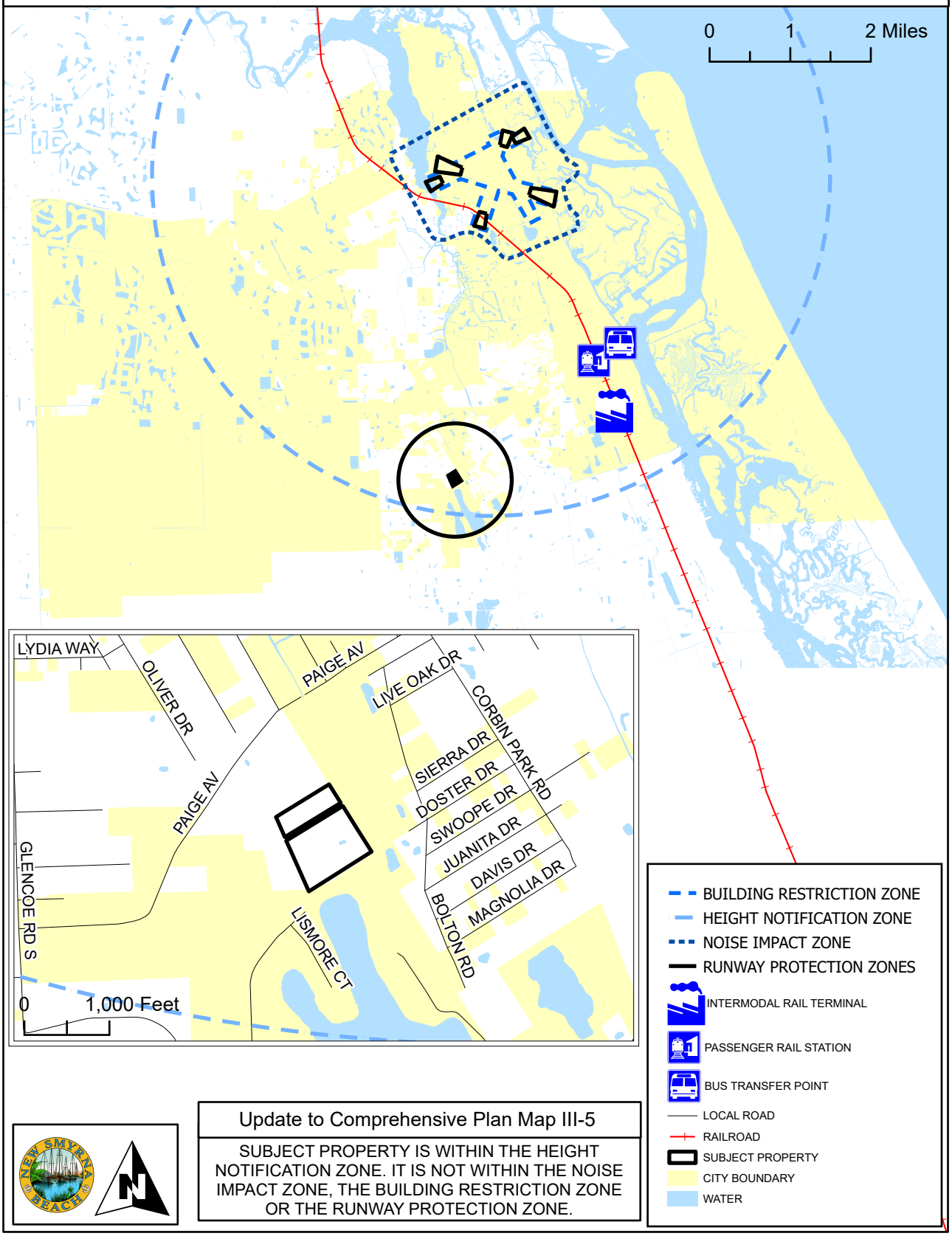


Update to Comprehensive Map VII-2

SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-4-25

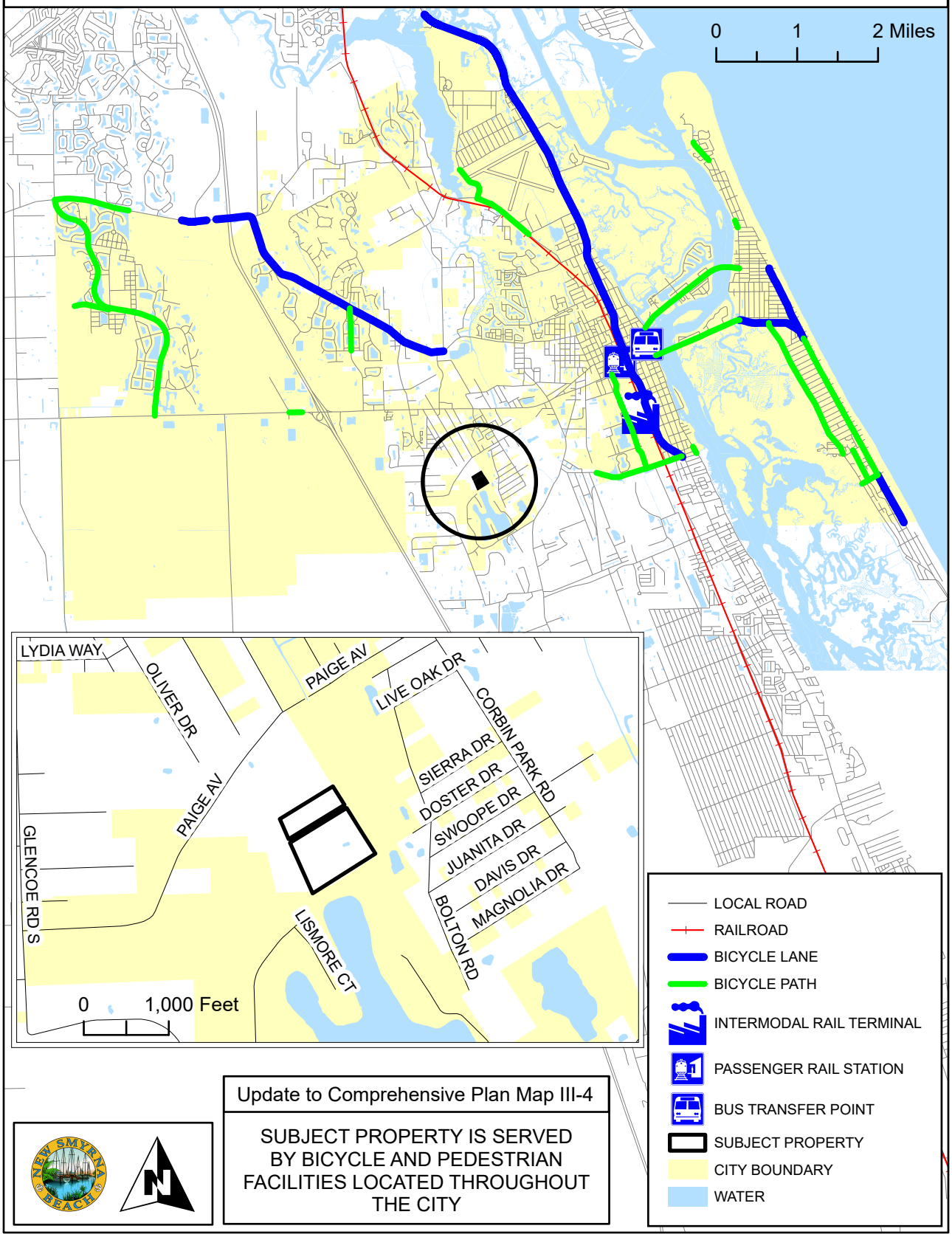


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-4-25

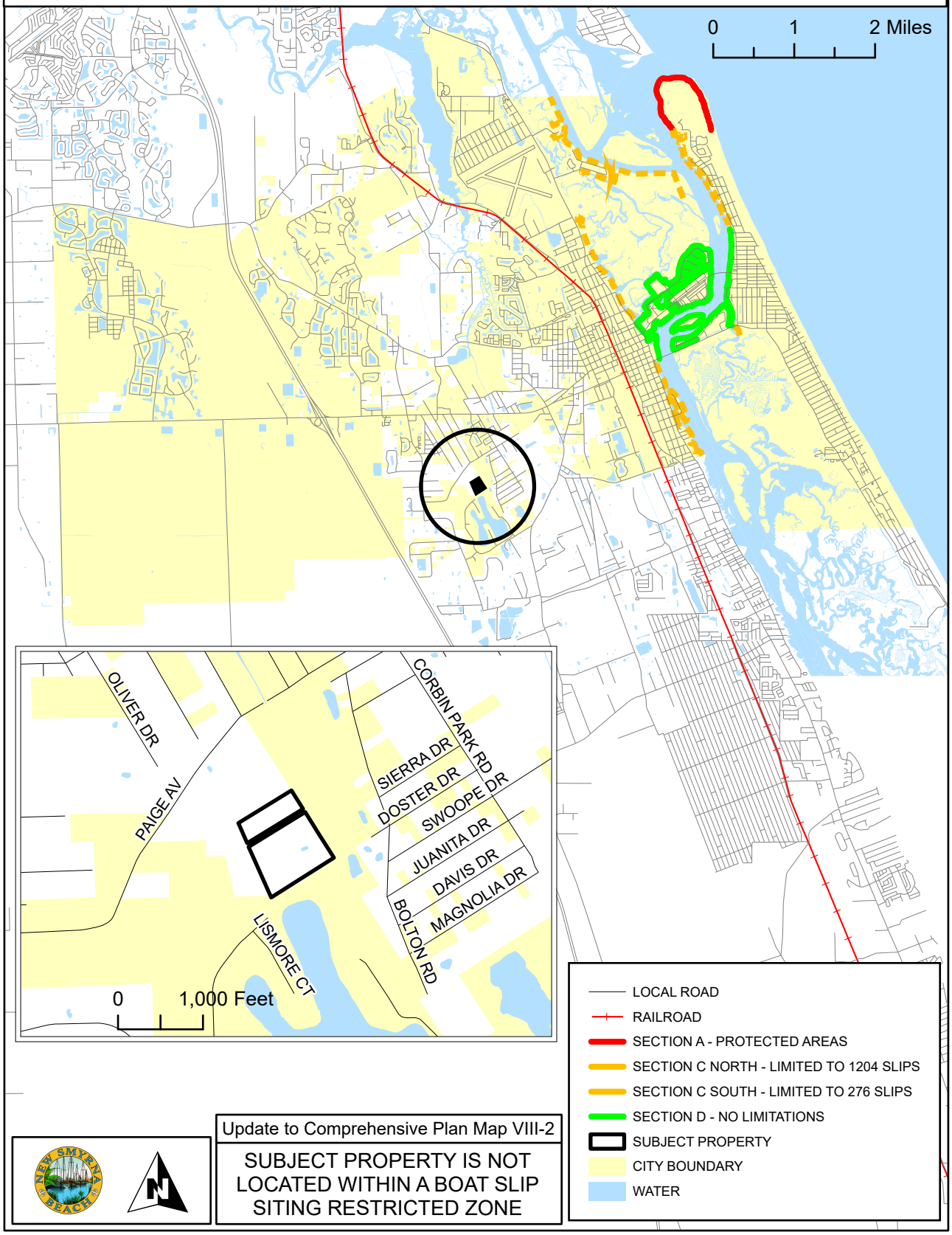


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-4-25

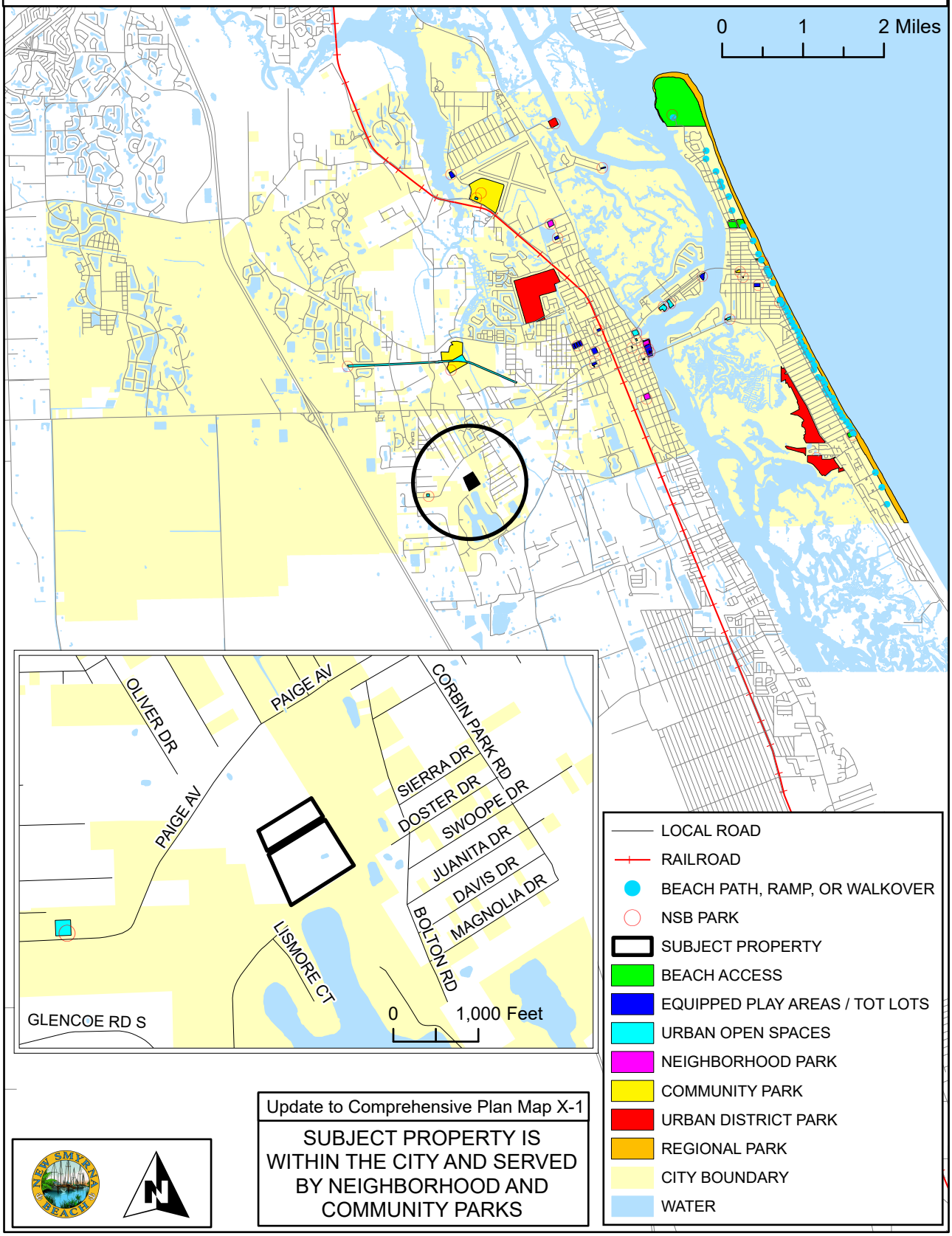


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-4-25

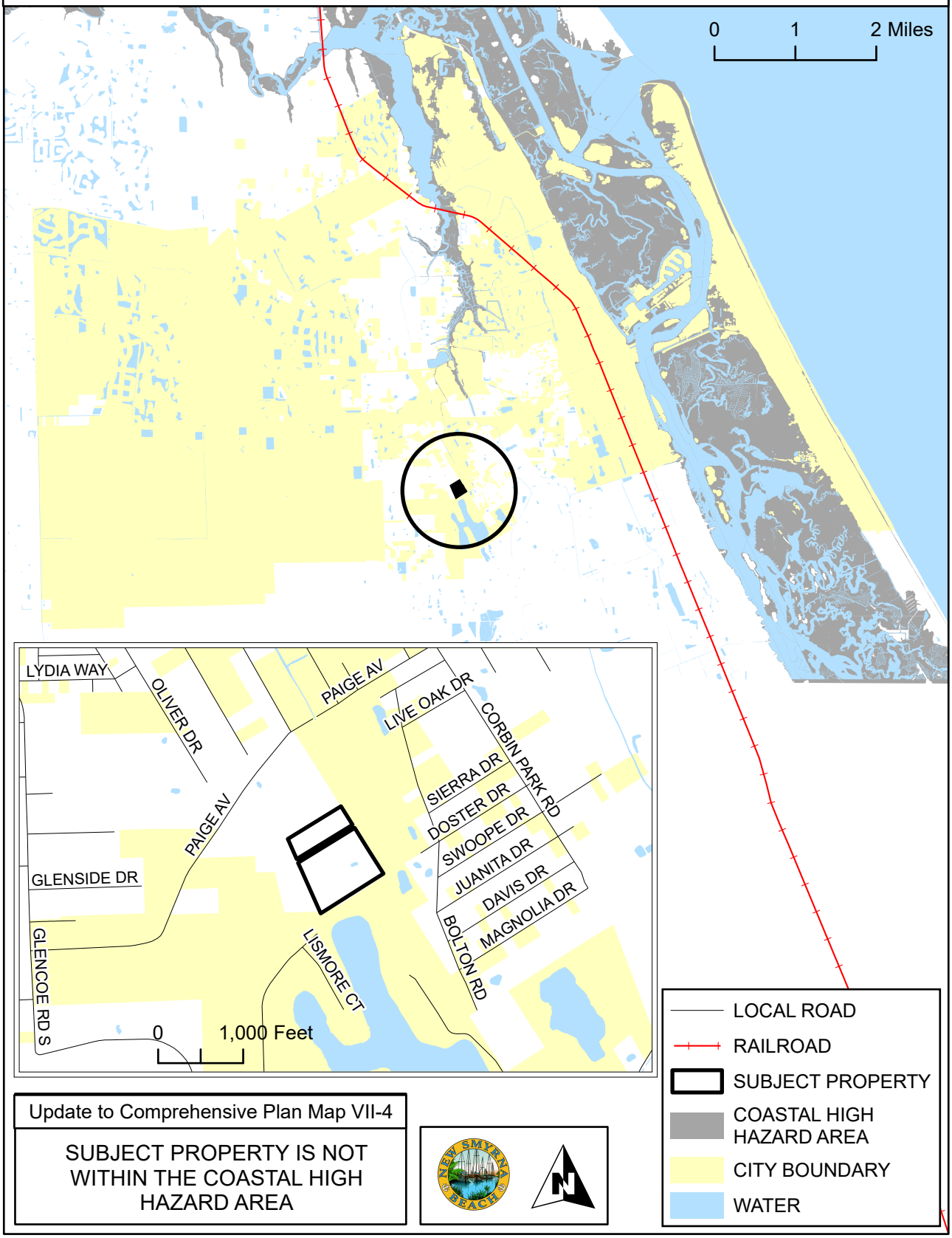


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-4-25

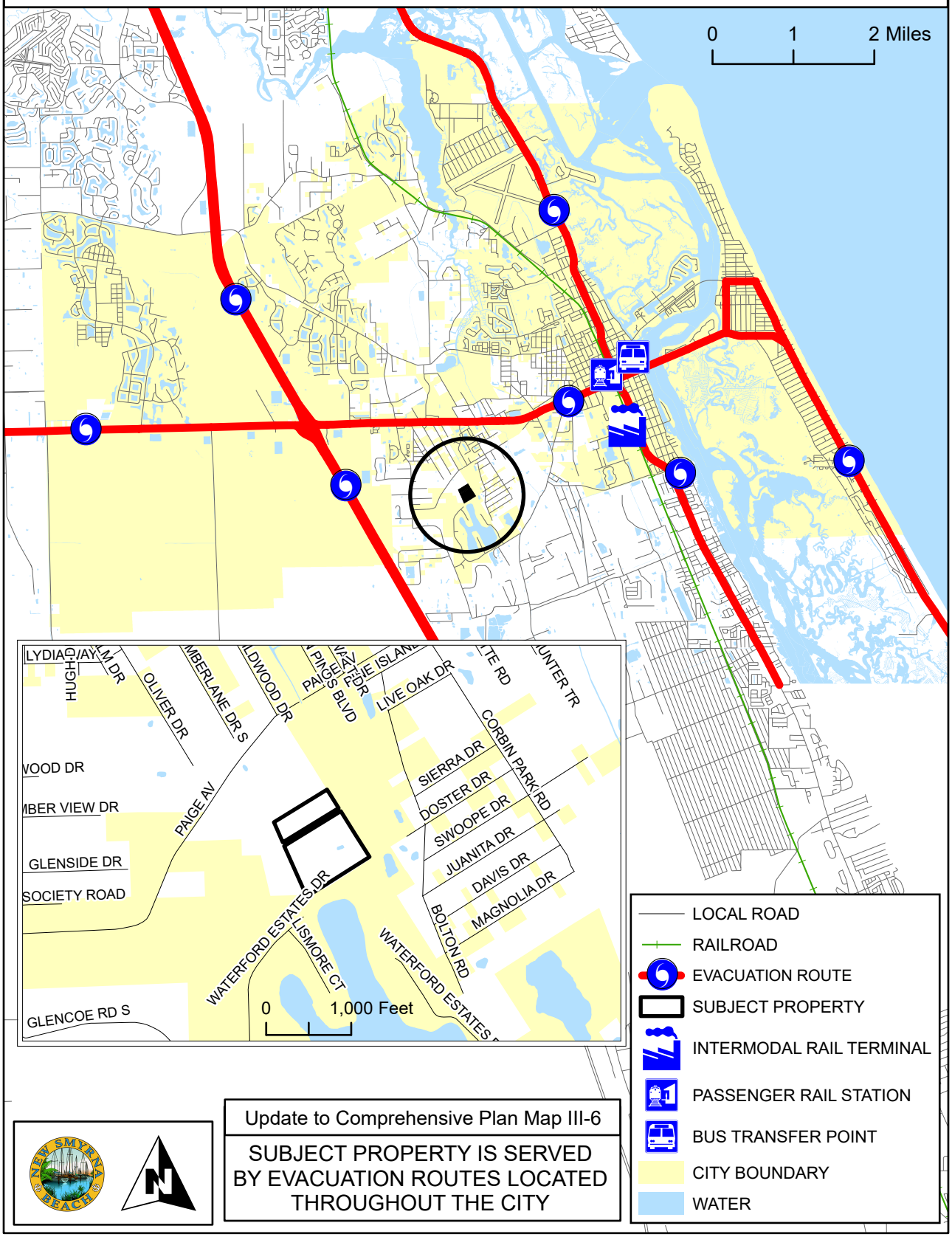


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-4-25

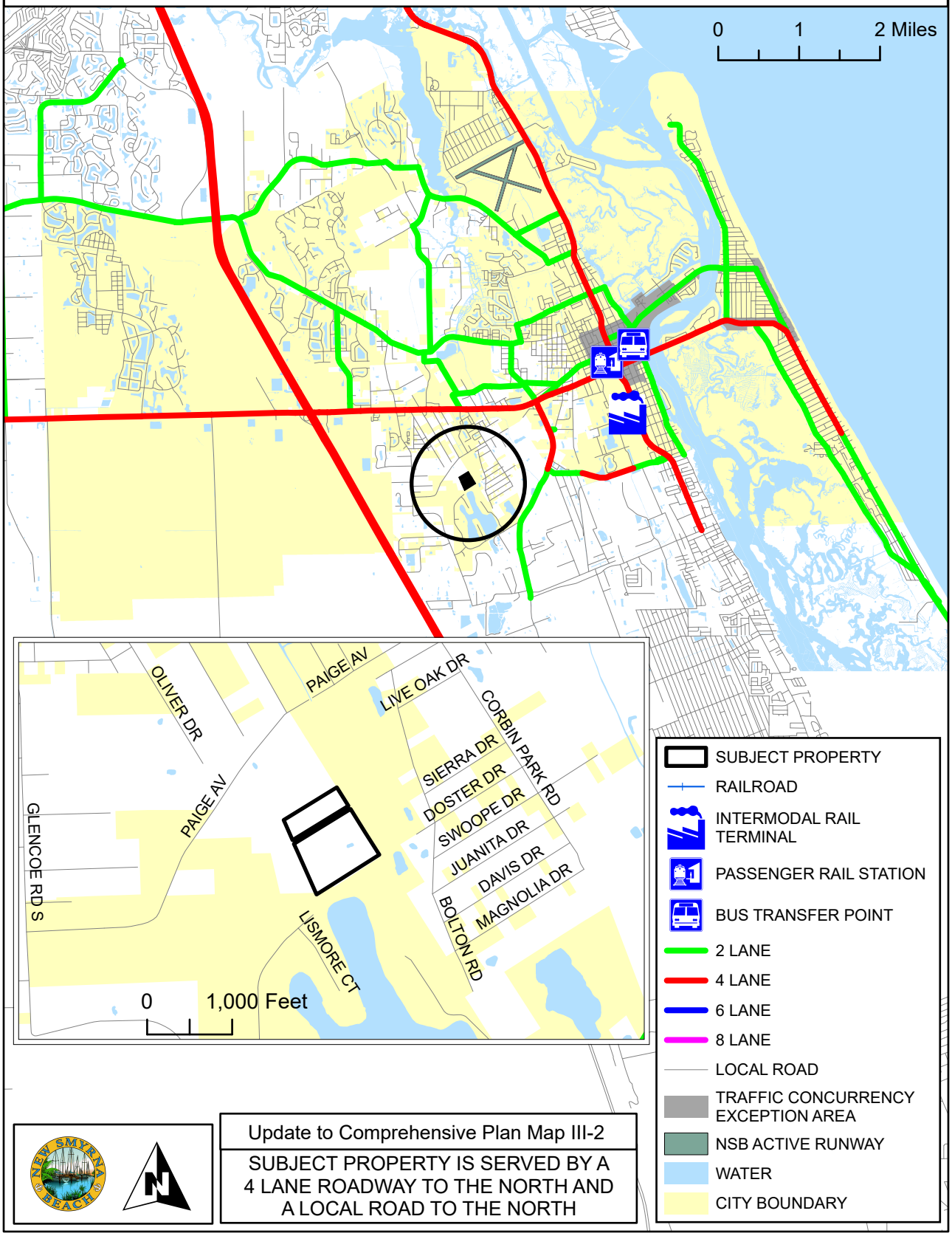


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-4-25

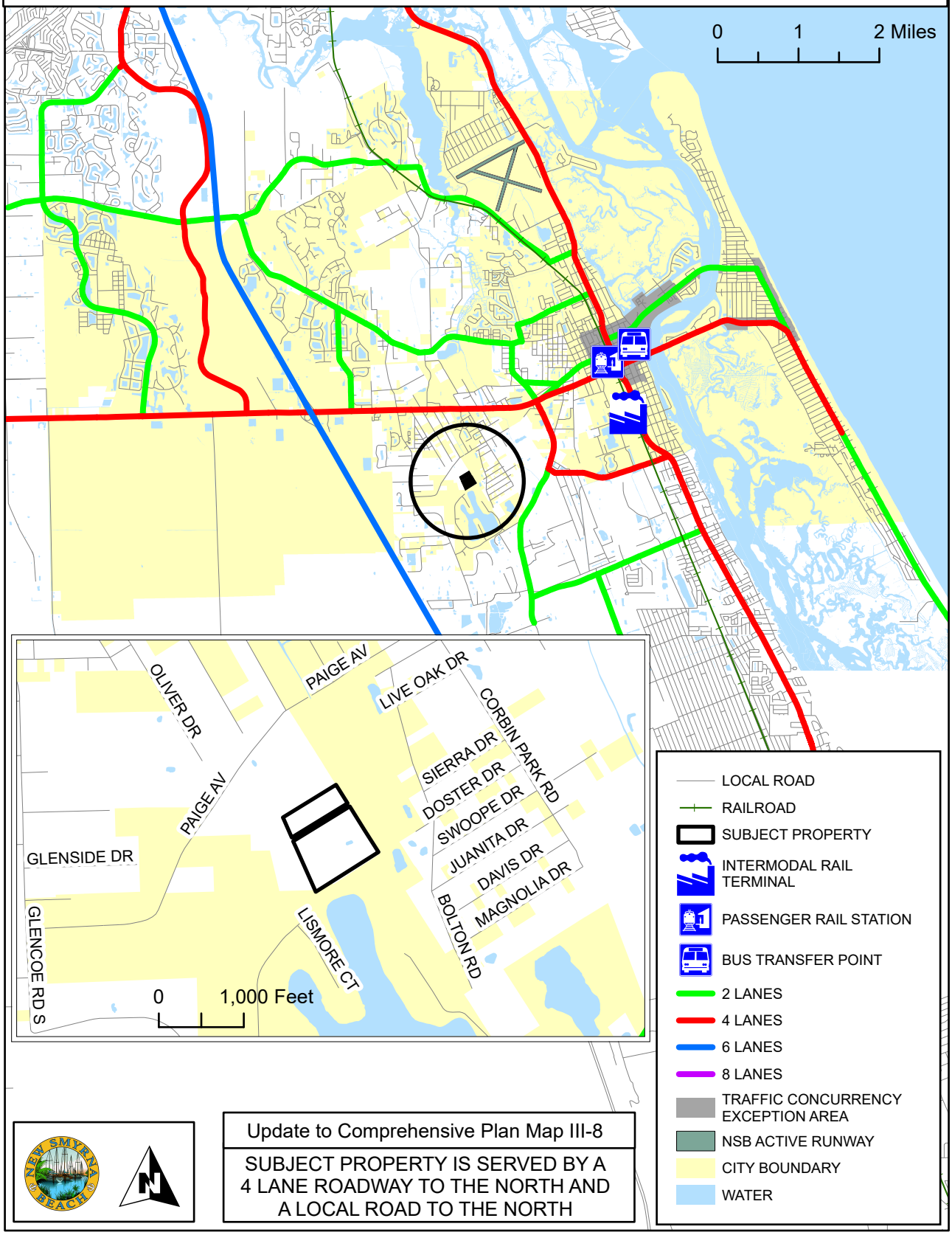


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

NUMBER OF TRAFFIC LANES - 2025

A-4-25

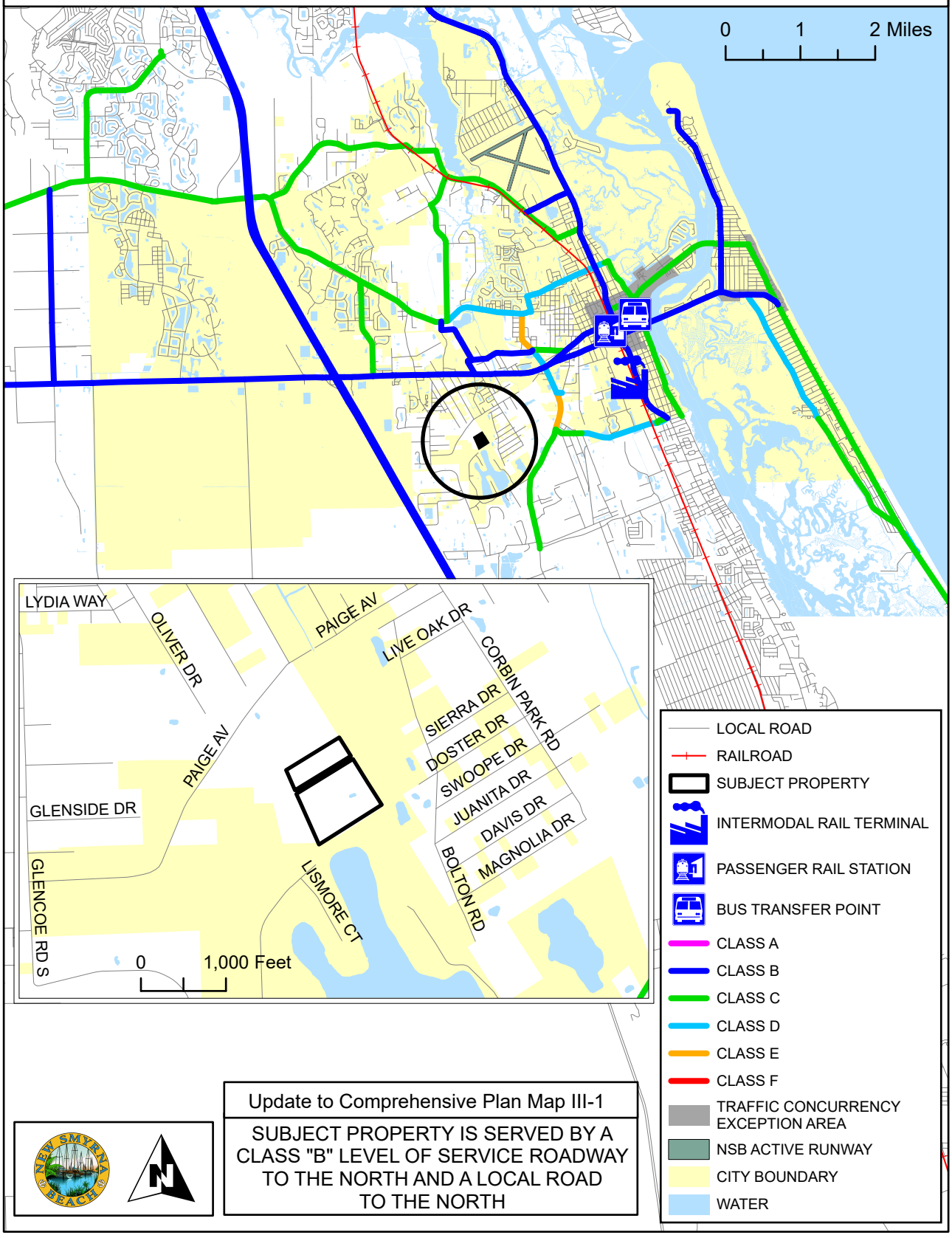


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXISTING LEVEL OF SERVICE - 2009

A-4-25

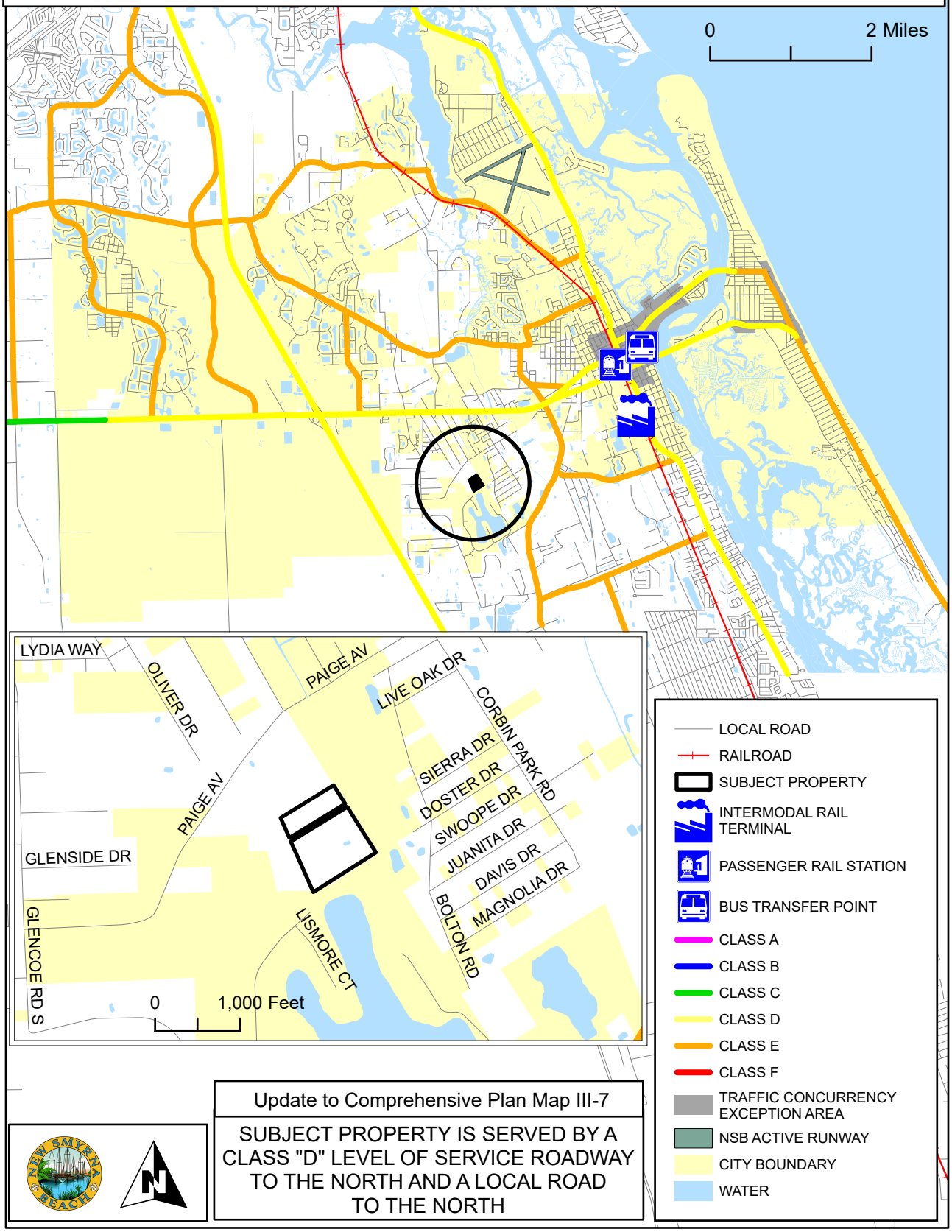


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

LEVEL OF SERVICE - 2025

A-4-25

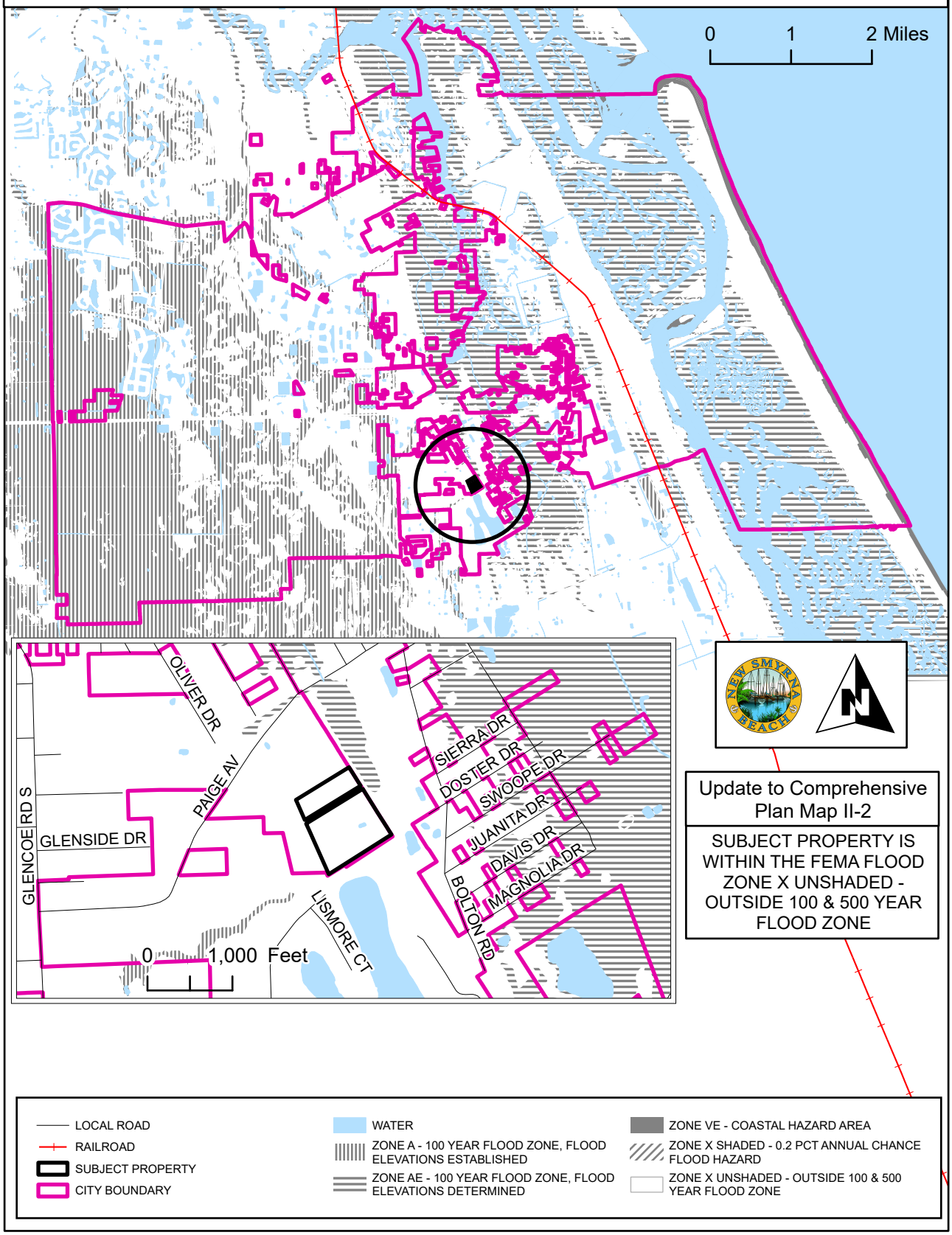


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

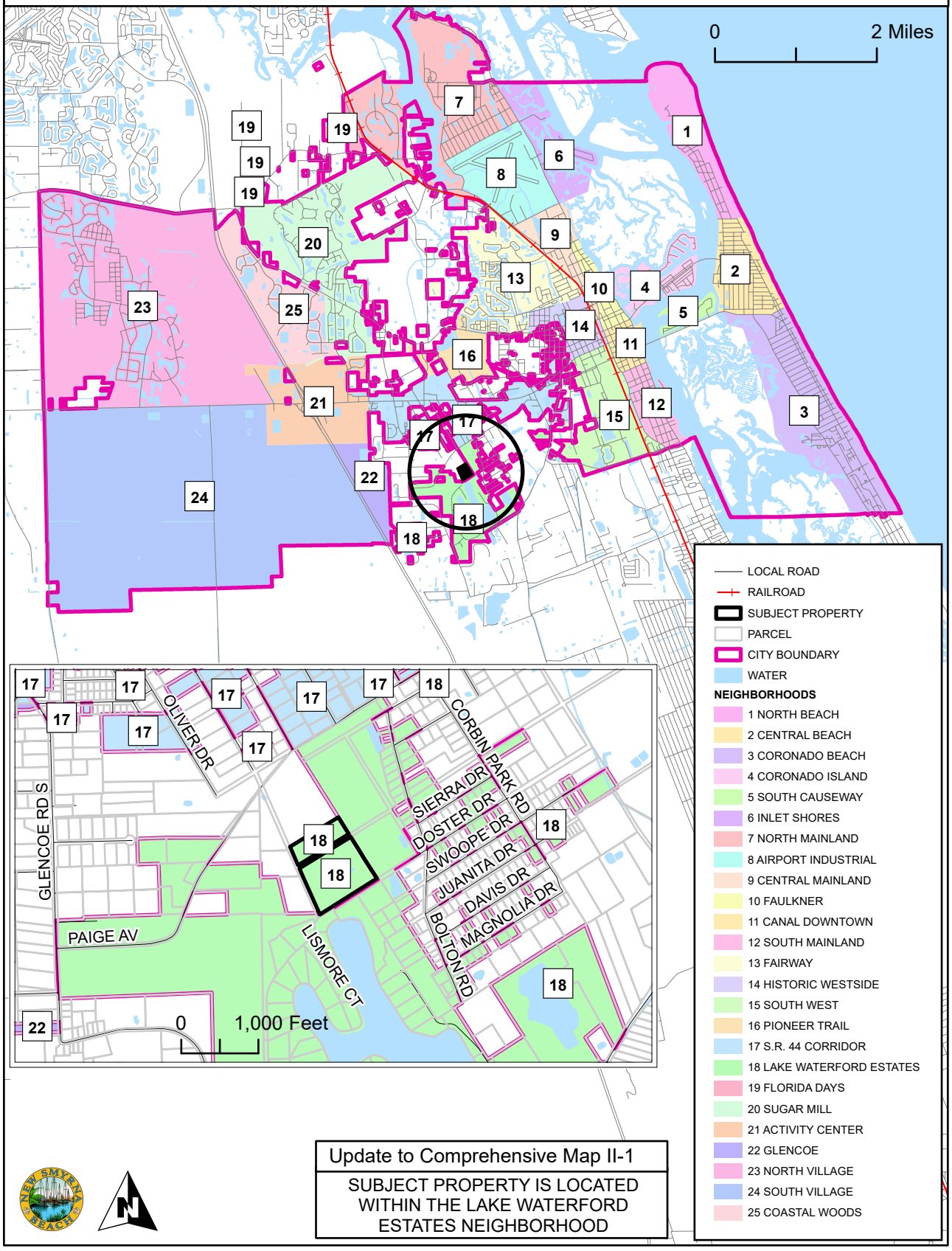
FLOOD PRONE AREAS

A-4-25



NEIGHBORHOODS

A-4-25

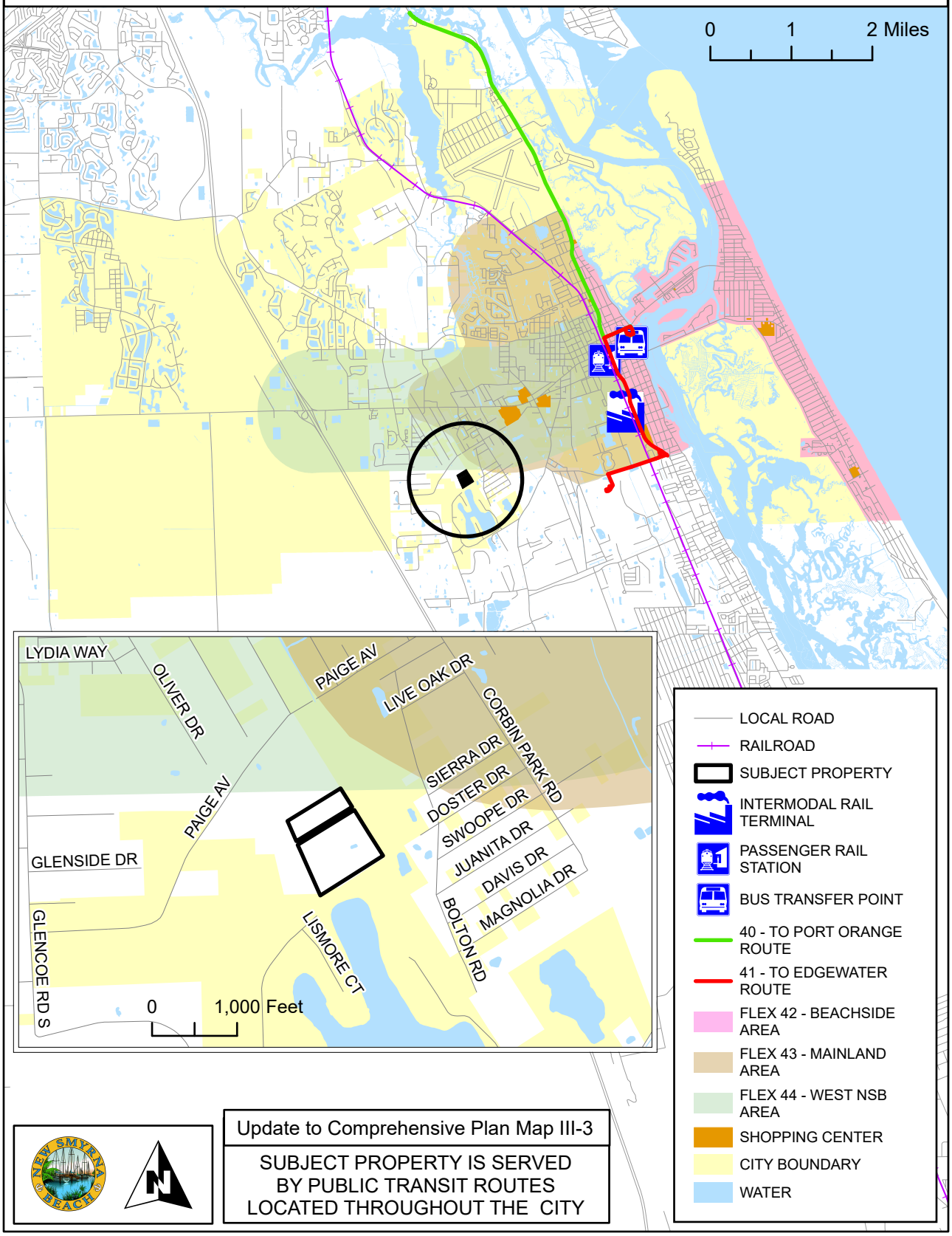


Update to Comprehensive Map II-1

SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-4-25

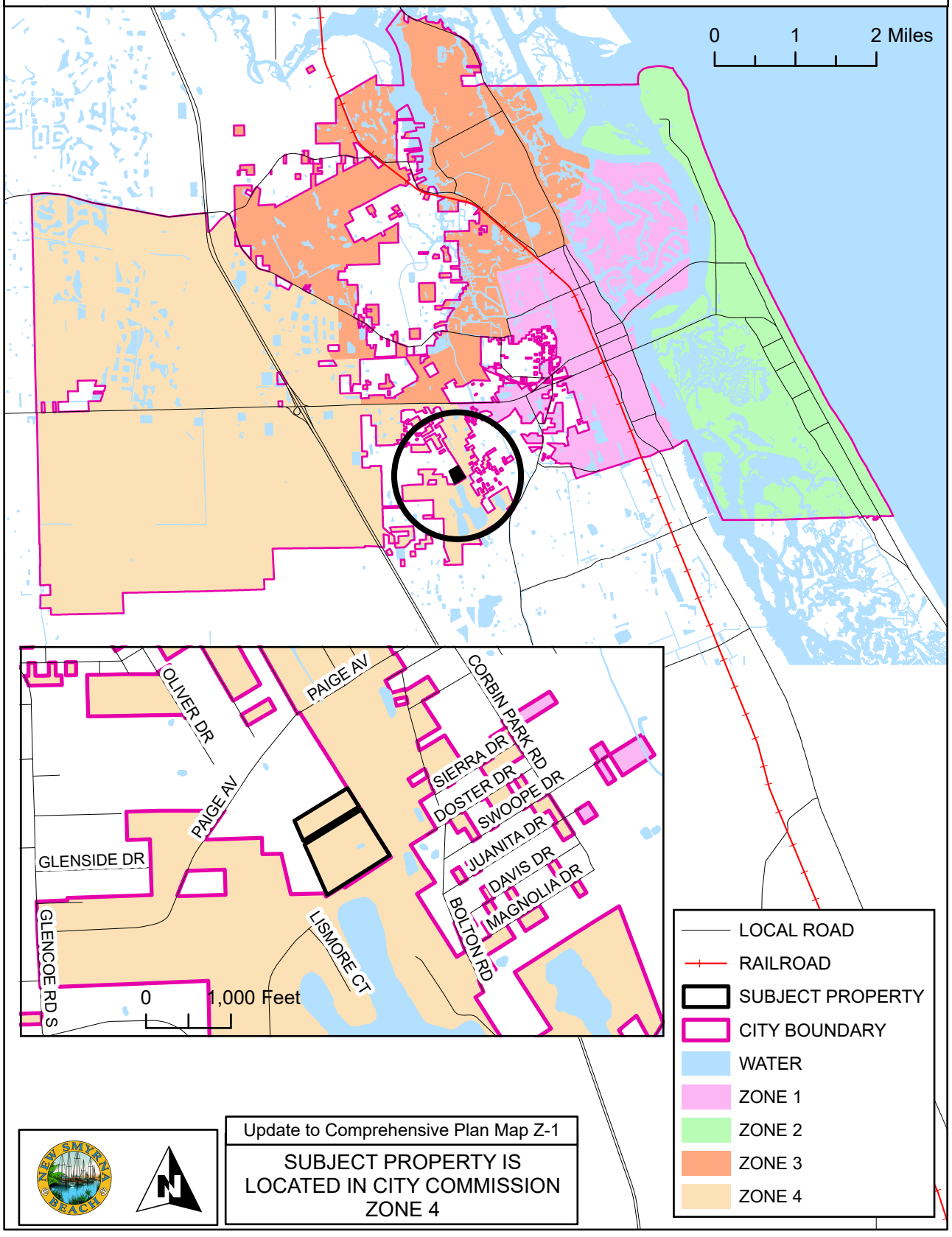


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

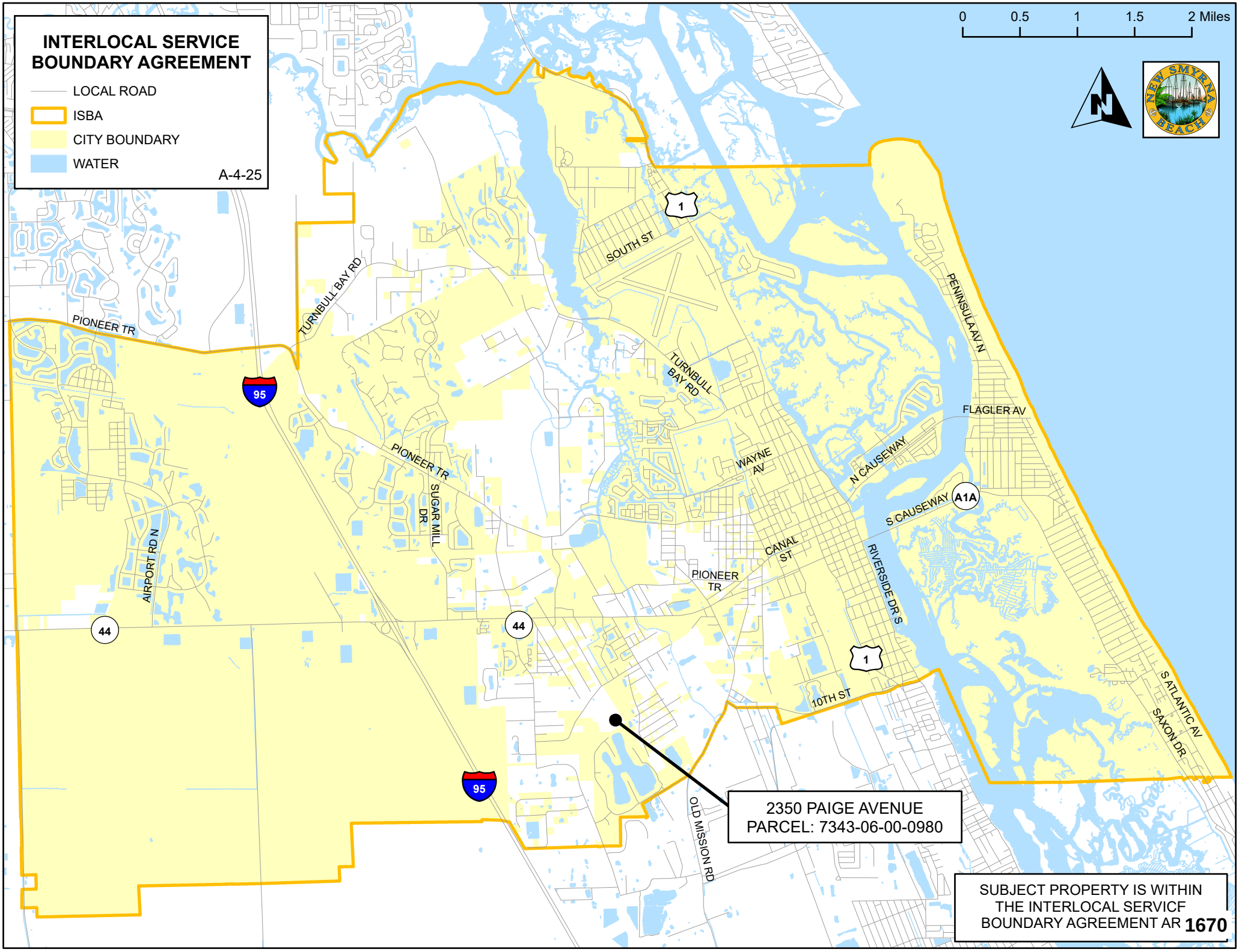
COMMISSION ZONES

A-4-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN
THE INTERLOCAL SERVICF
BOUNDARY AGREEMENT AR 1670

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

Metes and Bounds by Professional Title Agency

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

Parcel ID(s): 734306000980

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth

herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

CITY OF NEW SMYRNA BEACH,
a Florida local government

By:

Print Name: KEVIN COUCH

Title: City Manager

Date: 2/18/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT RAY

Date: 2/18/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 15 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced in person as identification.

(SEAL)

Signature of Notary Public

Print Name: Tammy M. Kosorok

Commission No. HH 056990

My Commission Expires: 2/25/25

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 26-25 Small Scale 2350 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 26-25 revises the City's Comprehensive Plans to show this conservation land in the City's boundaries.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 26-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 17.5± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, ADDRESSED AS 2350 PAIGE AVENUE, FROM VOLUSIA COUNTY *URBAN LOW INTENSITY* AND *LOW IMPACT URBAN* TO CITY *CONSERVATION*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue, from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation*; to amend City Neighborhood Map II-1 to show the subject property is located within the Lake Waterford Estates Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Vacant Land* to City *Vacant Land* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class B level of service roadway to the north and a local road to the north; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class D level of service roadway to the north and a local road to the north; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by a 4-lane roadway to the north and a local road to the north; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the slight limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard

Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on April 7, 2025, and by a vote of 5-0 recommended that the City Commission approve the proposed Plan Amendment; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Low Intensity* and *Low Impact Urban* to City *Conservation.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within the Lake Waterford Estates Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2**, is hereby amended to show the subject property is within FEMA Flood Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Vacant Land* to City *Vacant Land.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class B level of service roadway to the north and a local road to the north.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class D level of service roadway to the north and a local road to the north.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by a 4-lane roadway to the north and a local road to the north.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with slight limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5),

Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption, it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

EXHIBIT "A"

EXISTING FUTURE LAND USE DESIGNATIONS

A-4-25

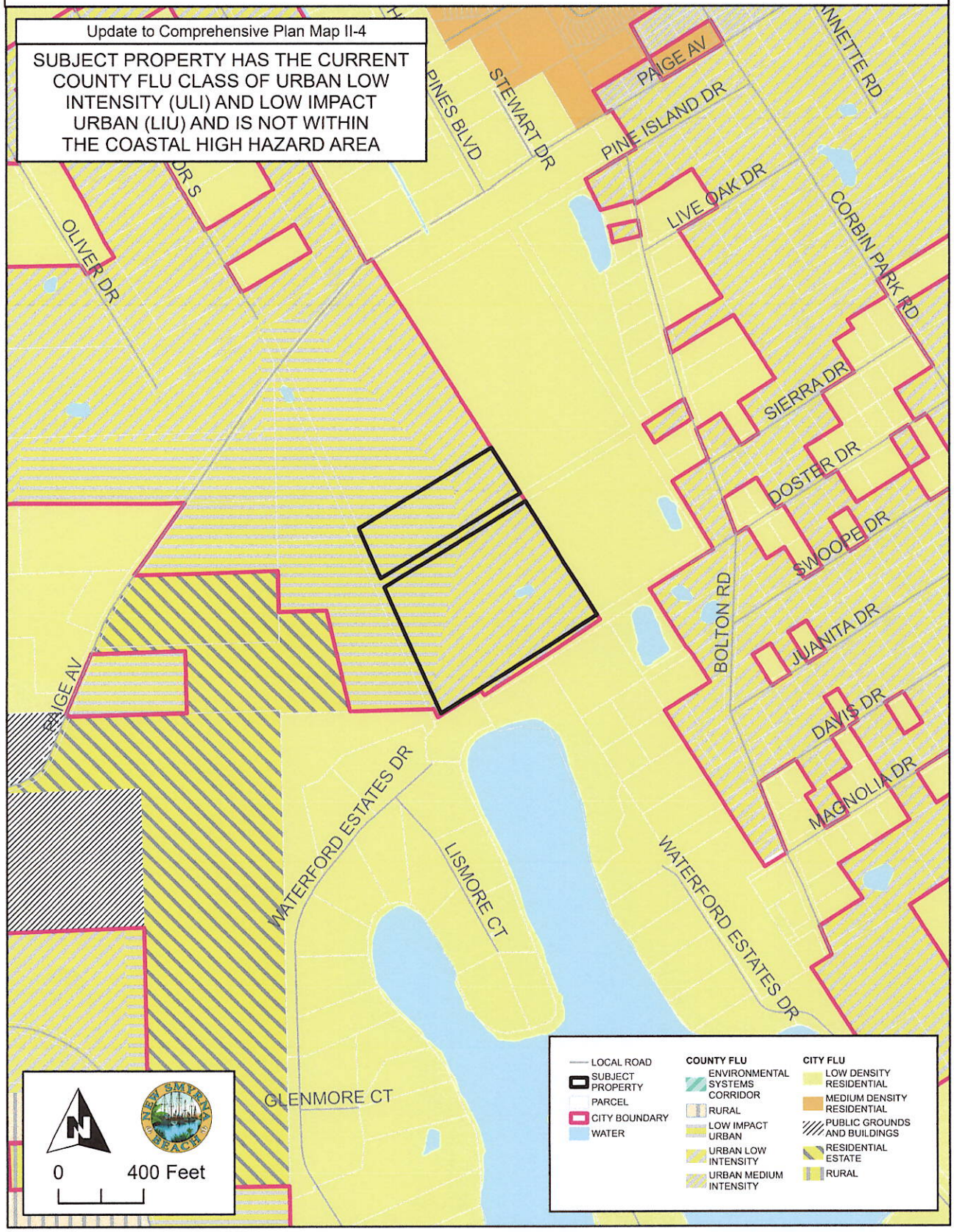


EXHIBIT "A"

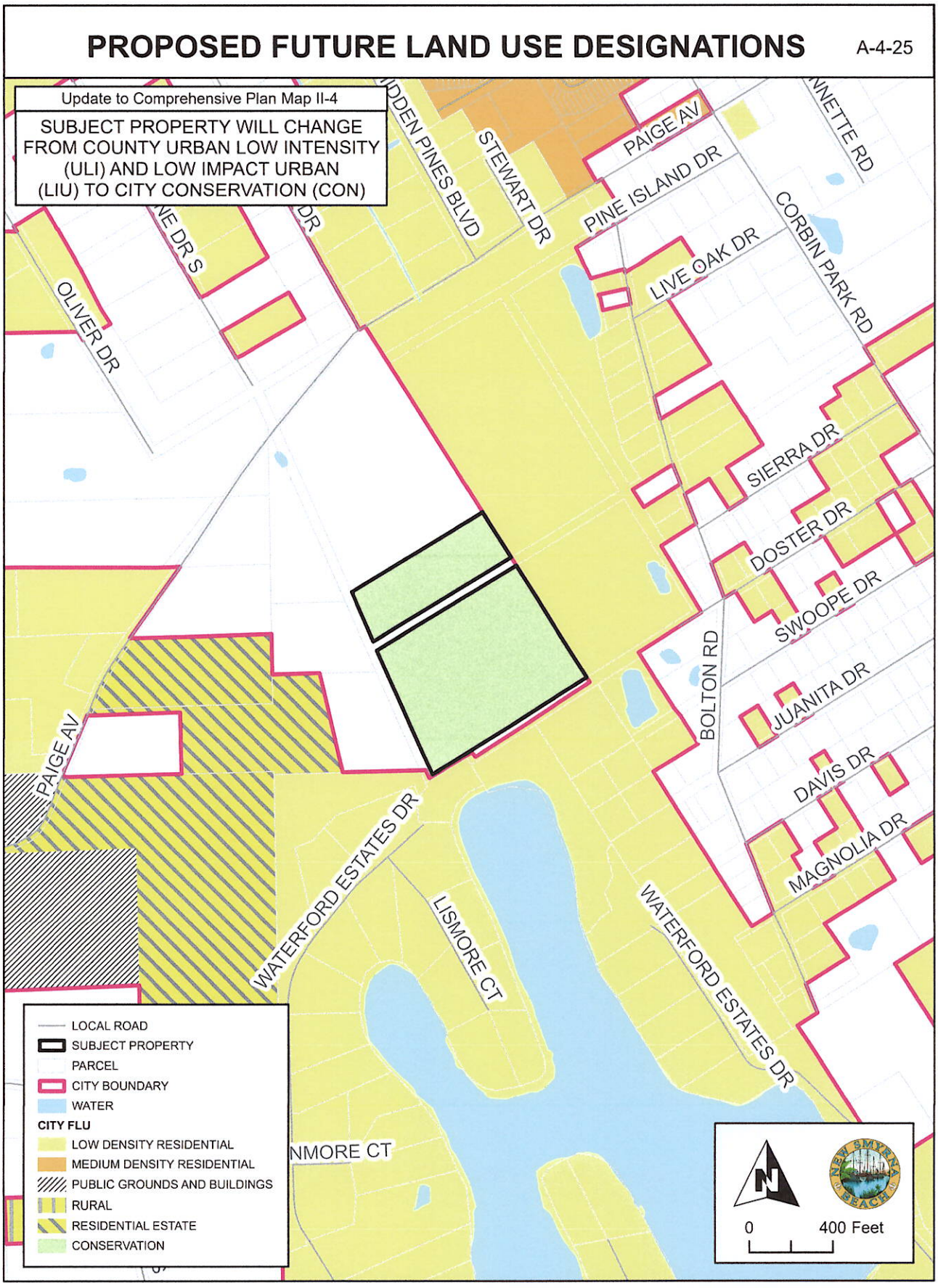

PROPOSED FUTURE LAND USE DESIGNATIONS
A-4-25
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM COUNTY URBAN LOW INTENSITY (ULI) AND LOW IMPACT URBAN (LIU) TO CITY CONSERVATION (CON)
PAIGE AV
PINE ISLAND DR
STEWART DR
CORBIN PARK RD
LIVE OAK DR
OLIVER DR
SIERRA DR
DOSTER DR
SWOOPE DR
BOLTON RD
JUANITA DR
DAVIS DR
MAGNOLIA DR
WATERFORD ESTATES DR
LISMORE CT
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
PUBLIC GROUNDS AND BUILDINGS
RURAL
RESIDENTIAL ESTATE
CONSERVATION
0
400 Feet

EXHIBIT "B"

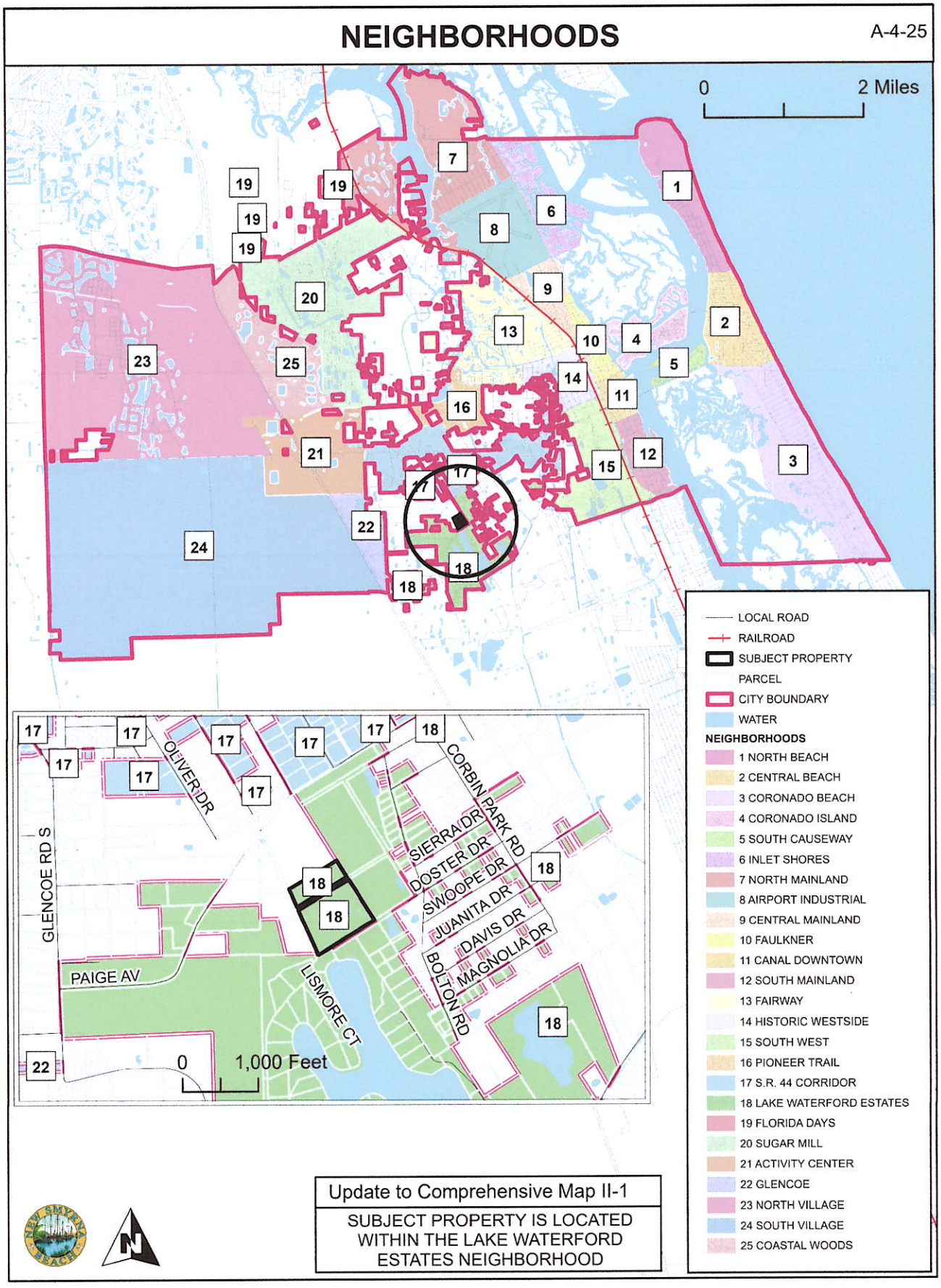
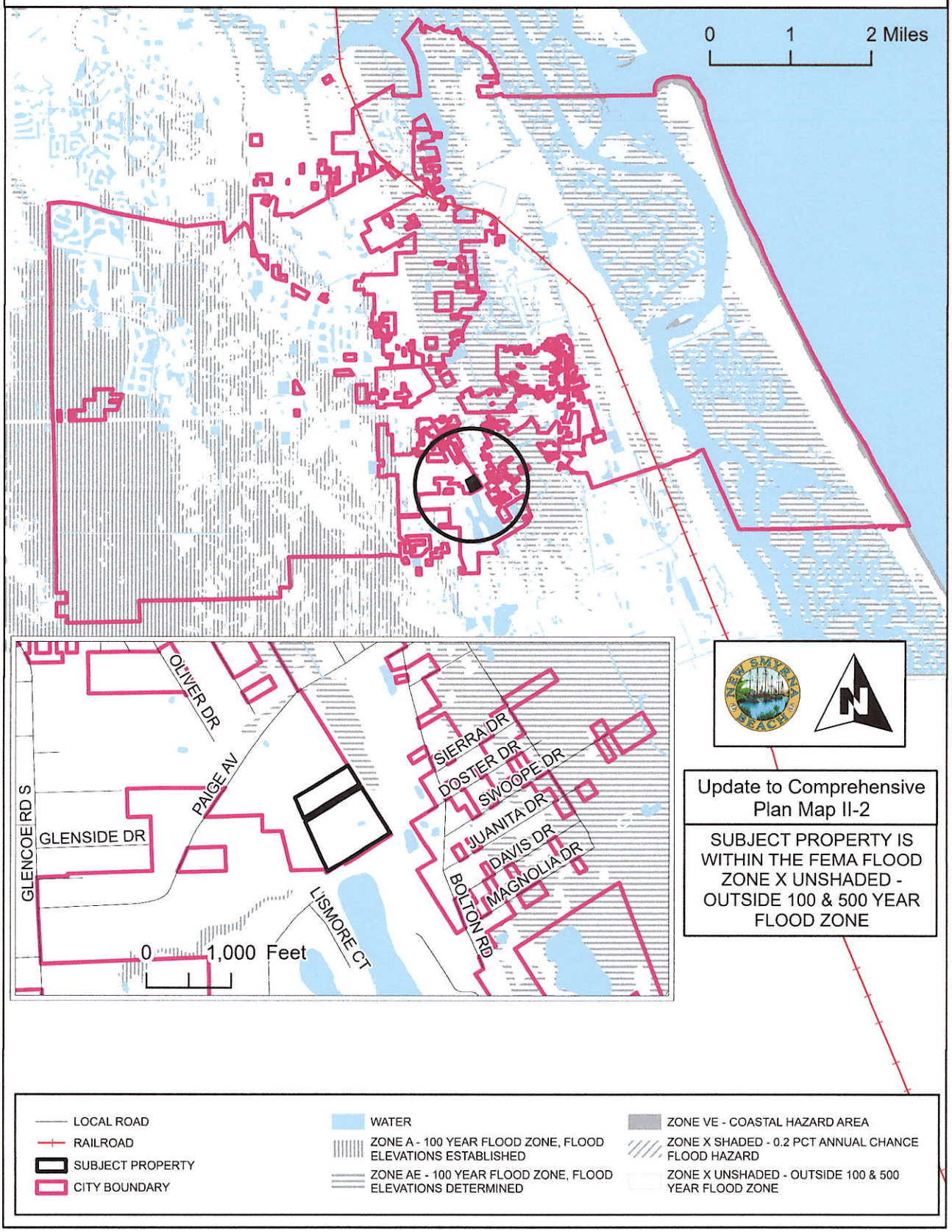

NEIGHBORHOODS
A-4-25
0
2 Miles
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
NEIGHBORHOODS
1 NORTH BEACH
2 CENTRAL BEACH
3 CORONADO BEACH
4 CORONADO ISLAND
5 SOUTH CAUSEWAY
6 INLET SHORES
7 NORTH MAINLAND
8 AIRPORT INDUSTRIAL
9 CENTRAL MAINLAND
10 FAULKNER
11 CANAL DOWNTOWN
12 SOUTH MAINLAND
13 FAIRWAY
14 HISTORIC WESTSIDE
15 SOUTH WEST
16 PIONEER TRAIL
17 S.R. 44 CORRIDOR
18 LAKE WATERFORD ESTATES
19 FLORIDA DAYS
20 SUGAR MILL
21 ACTIVITY CENTER
22 GLENCOE
23 NORTH VILLAGE
24 SOUTH VILLAGE
25 COASTAL WOODS
GLENCOE RD S
OLIVER DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
LISMORE CT
0
1,000 Feet
Update to Comprehensive Map II-1
SUBJECT PROPERTY IS LOCATED WITHIN THE LAKE WATERFORD ESTATES NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-4-25



EXISTING LAND USE DESIGNATIONS

A-4-25

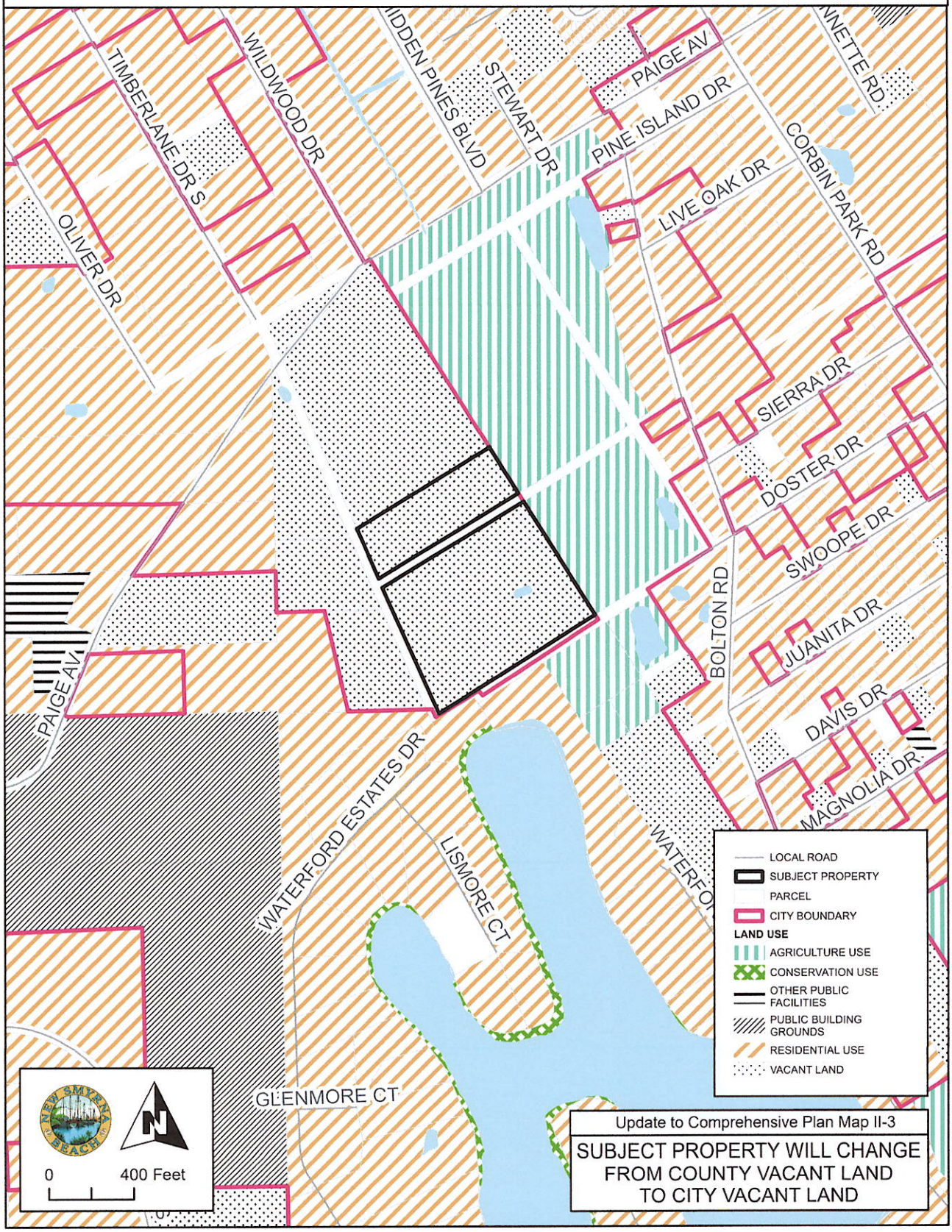
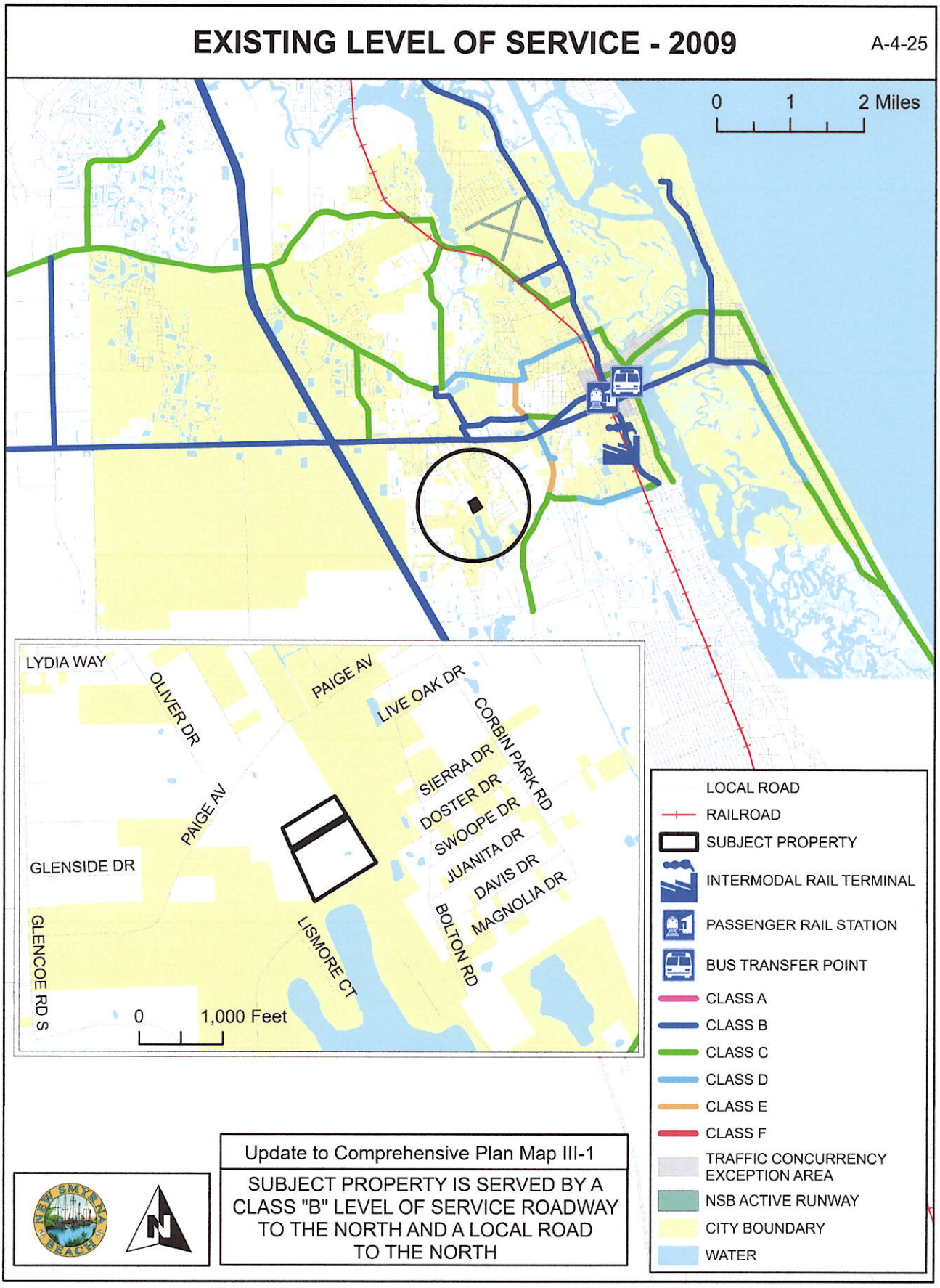
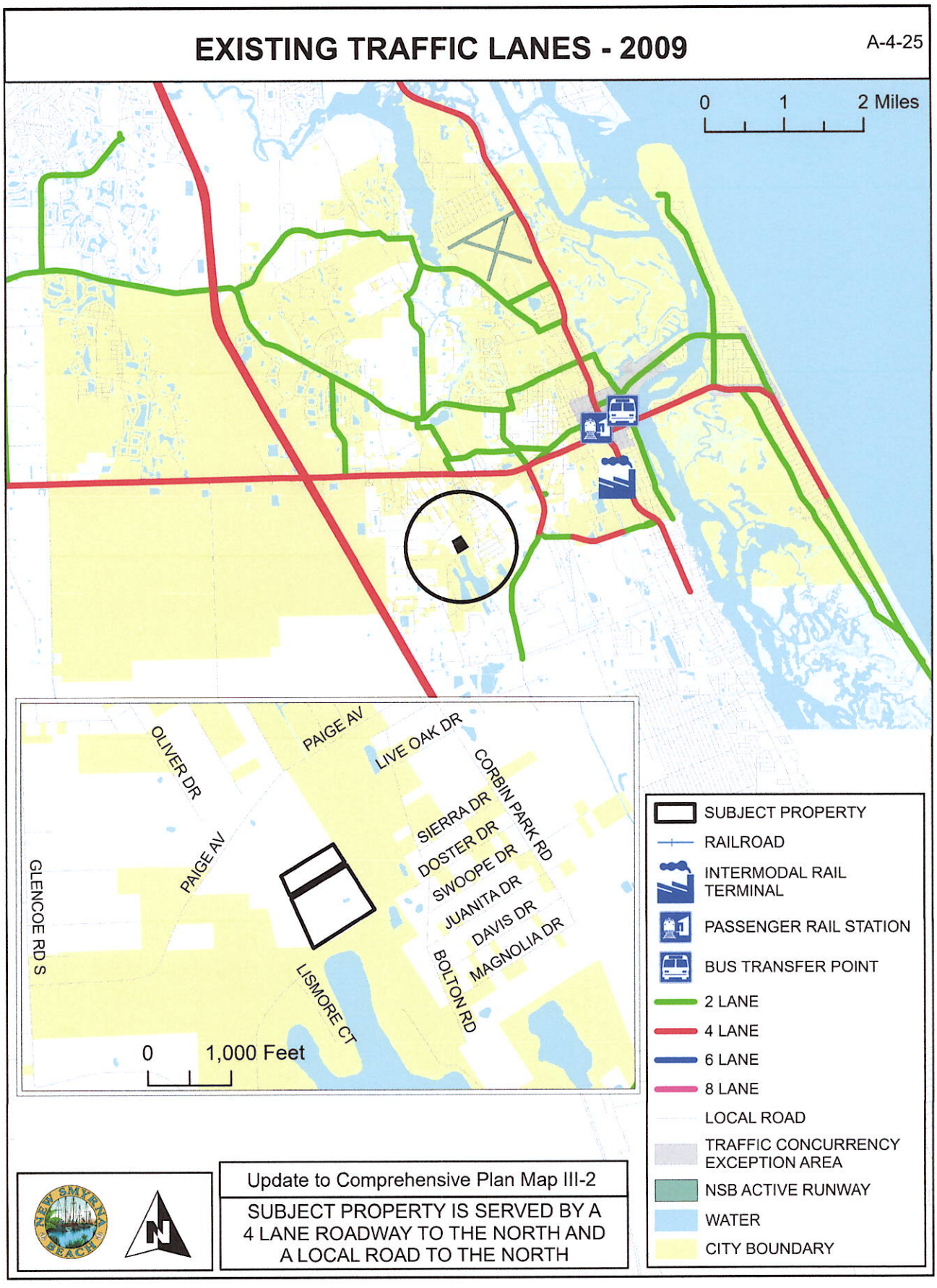
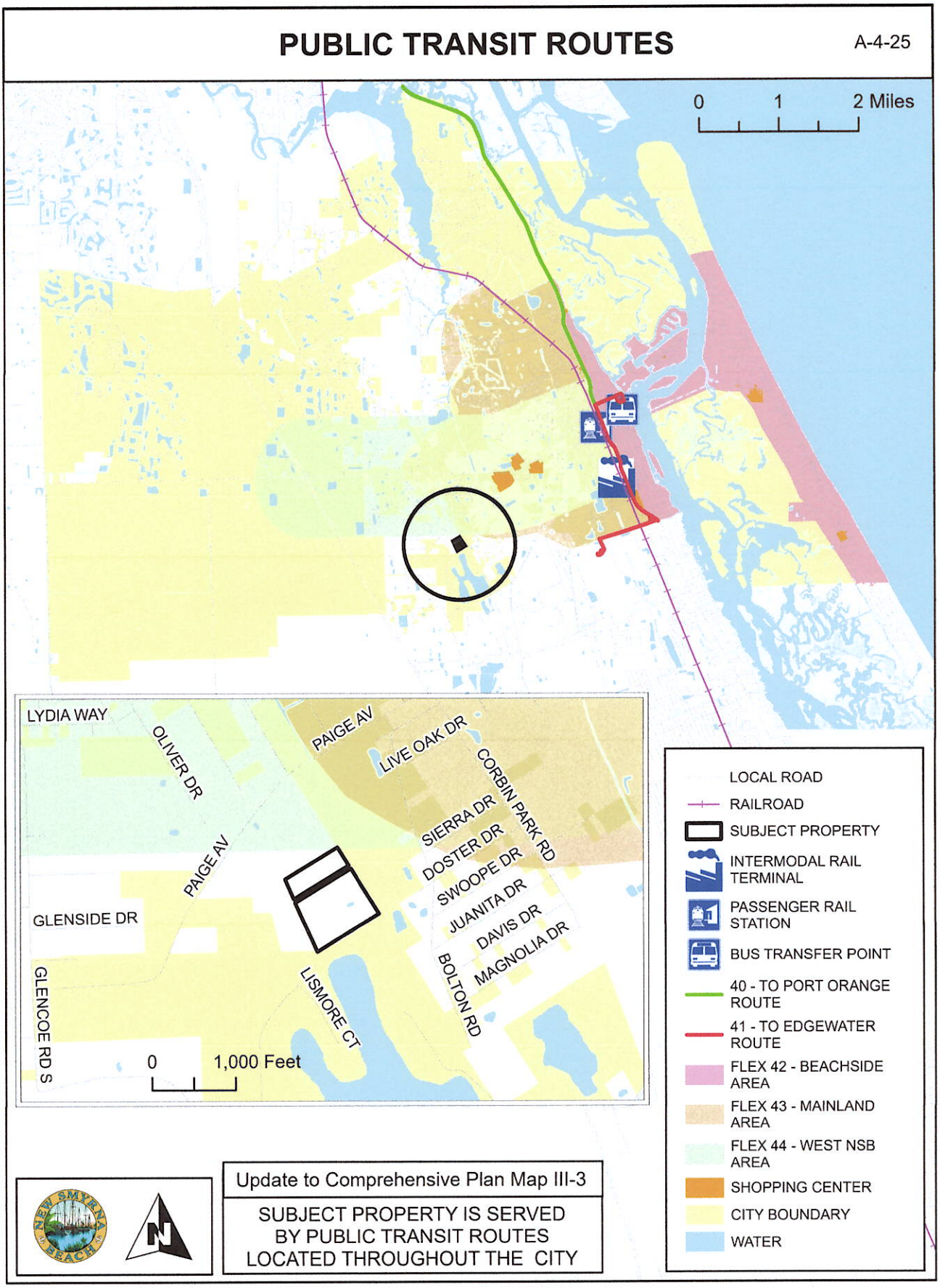


EXHIBIT "E"


EXISTING LEVEL OF SERVICE - 2009
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-1
SUBJECT PROPERTY IS SERVED BY A CLASS "B" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


EXISTING TRAFFIC LANES - 2009
A-4-25
0 1 2 Miles
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH


PUBLIC TRANSIT ROUTES
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENSIDE DR
GLENCOE RD S
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTY IS SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

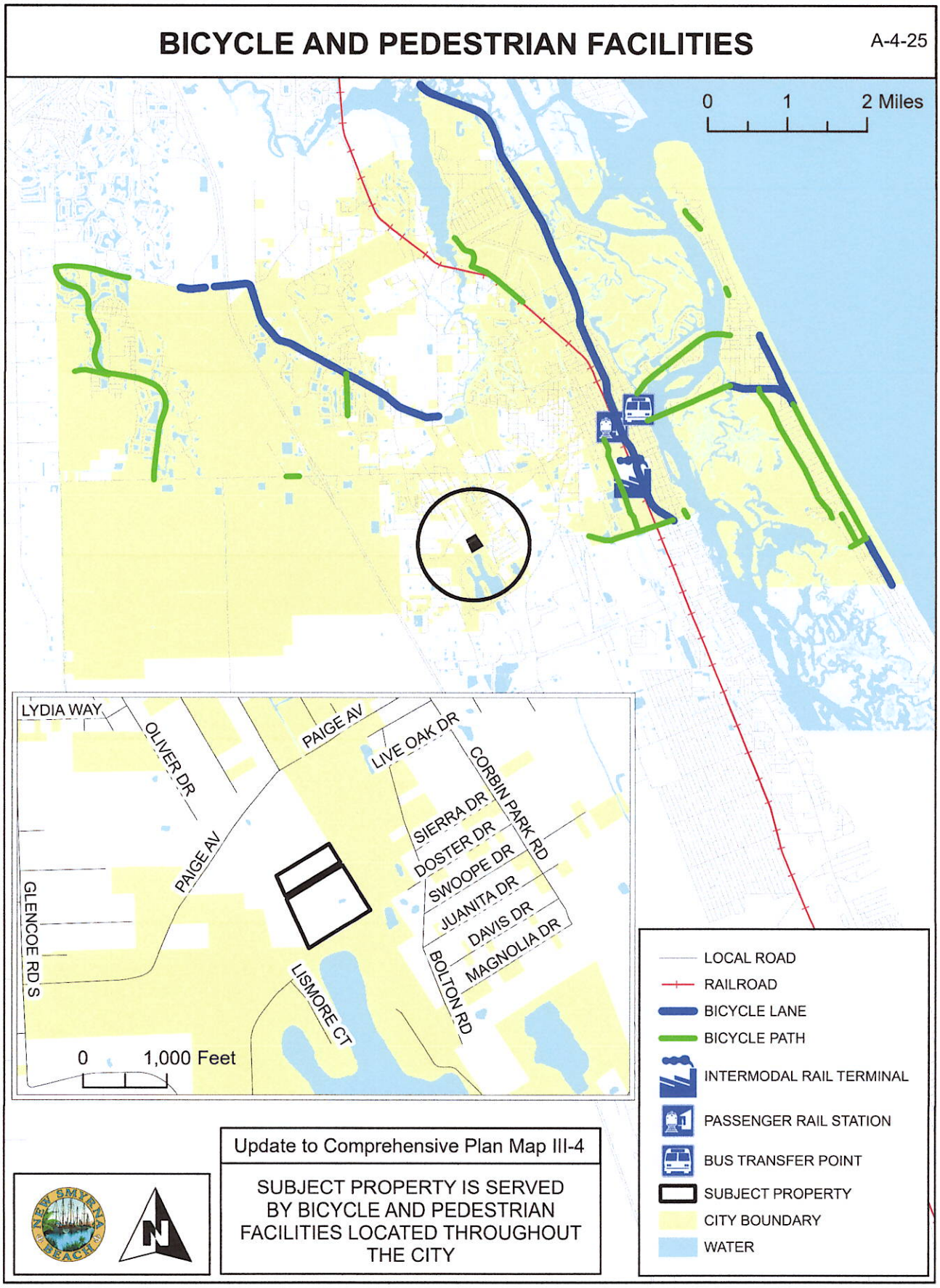

BICYCLE AND PEDESTRIAN FACILITIES
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
0 1,000 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTY IS SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"

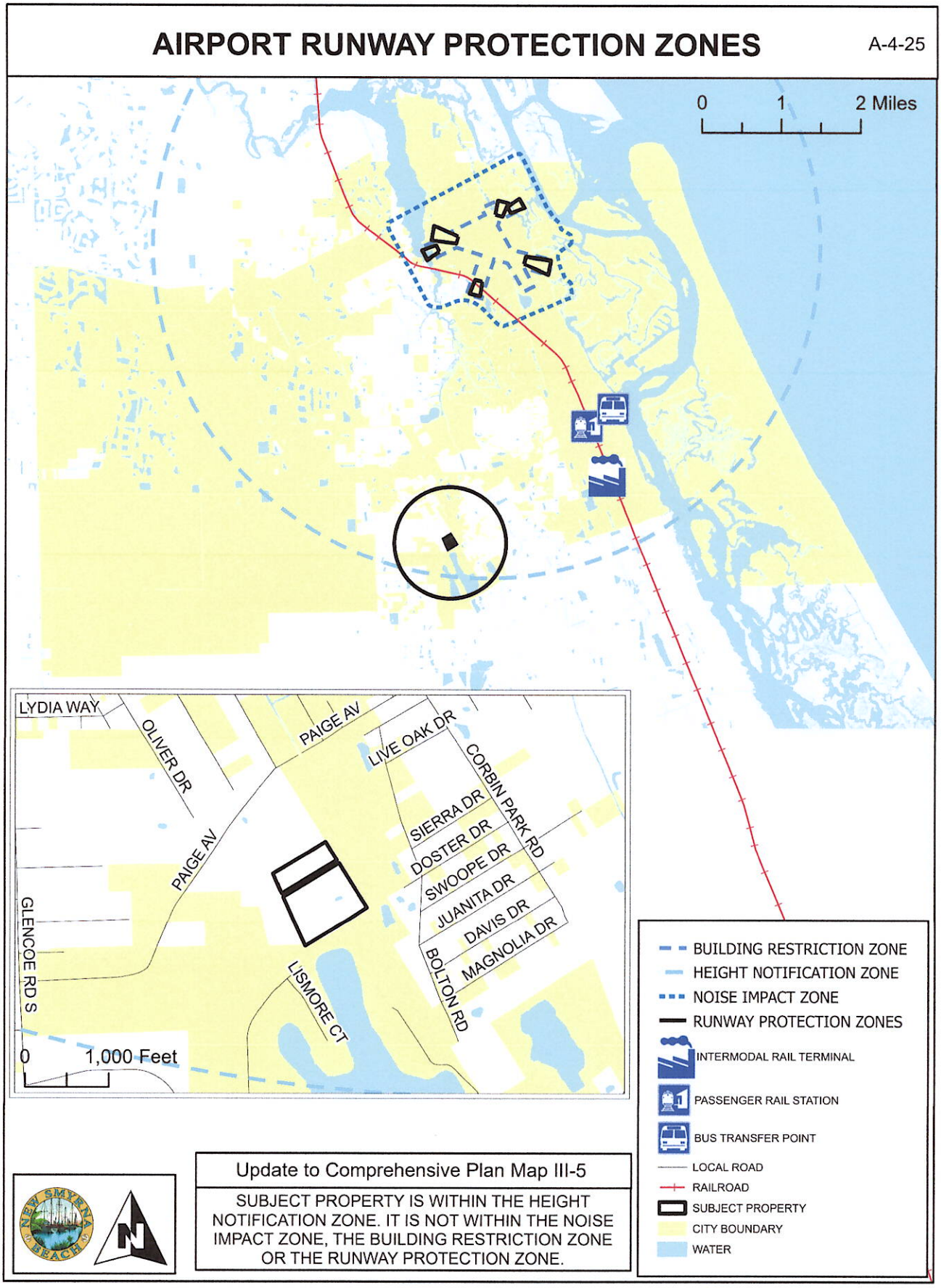

AIRPORT RUNWAY PROTECTION ZONES
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENCOE RD S
LISMORE CT
0 1,000 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTY IS WITHIN THE HEIGHT NOTIFICATION ZONE. IT IS NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EXHIBIT "J"

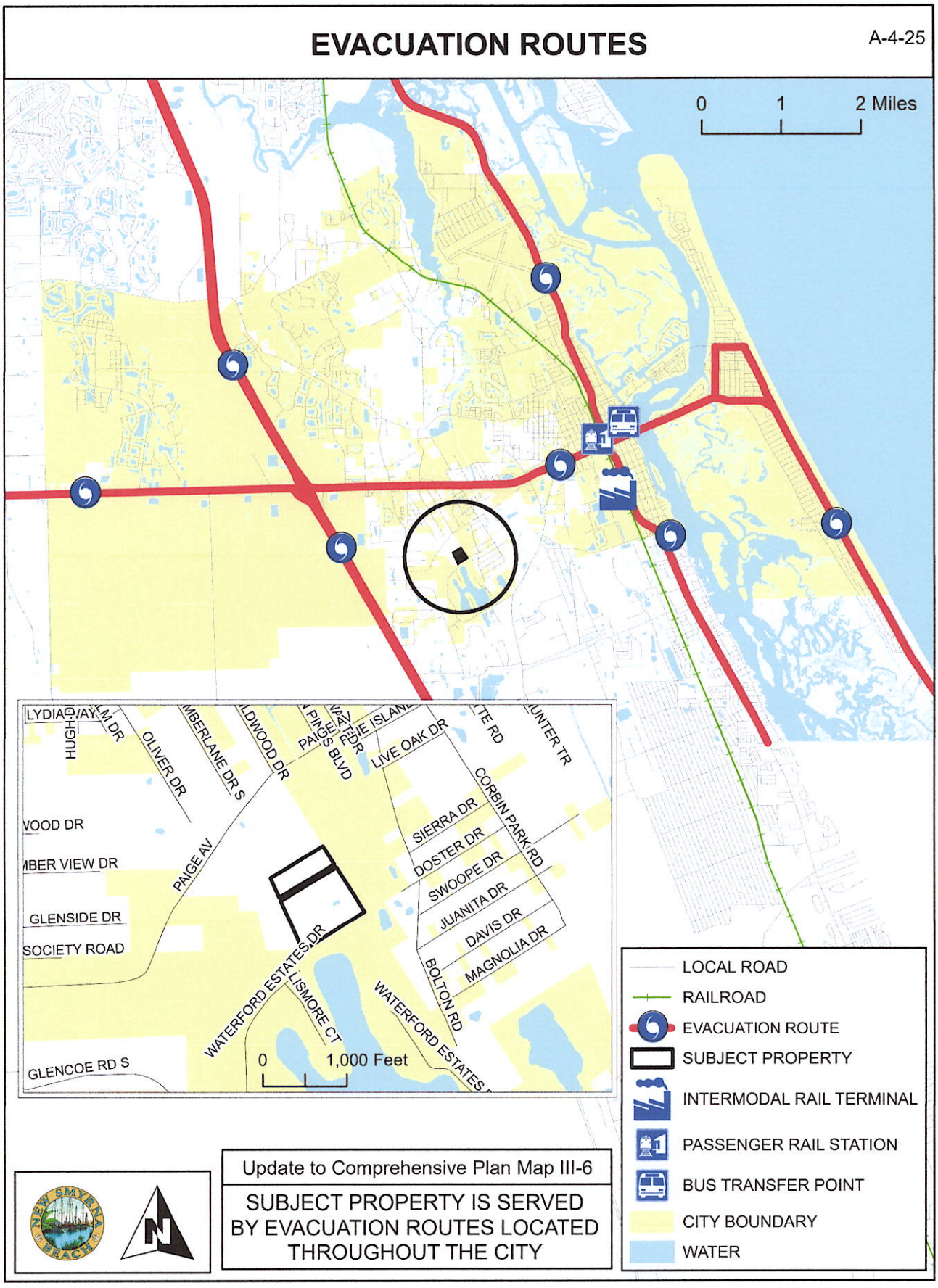

EVACUATION ROUTES
A-4-25
0
1
2 Miles
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
OLIVER DR
GLENSIDE DR
SOCIETY ROAD
WATERFORD ESTATES DR
LISMORE CT
GLENCOE RD S
0
1,000 Feet
LOCAL ROAD
RAILROAD
EVACUATION ROUTE
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-6
SUBJECT PROPERTY IS SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

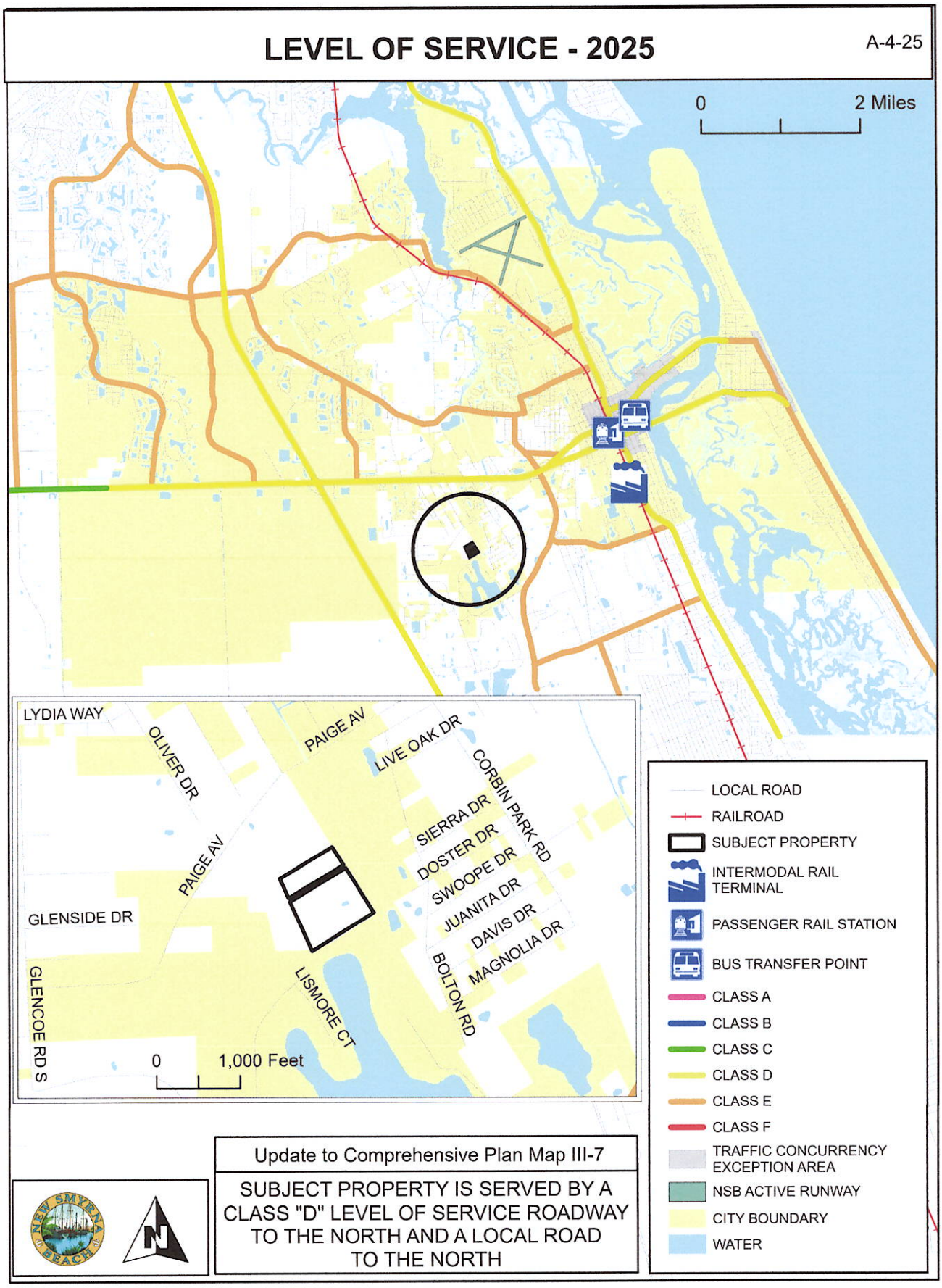

LEVEL OF SERVICE - 2025
A-4-25
0
2 Miles
A
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
CLASS A
CLASS B
CLASS C
CLASS D
CLASS E
CLASS F
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-7
SUBJECT PROPERTY IS SERVED BY A CLASS "D" LEVEL OF SERVICE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXHIBIT "L"

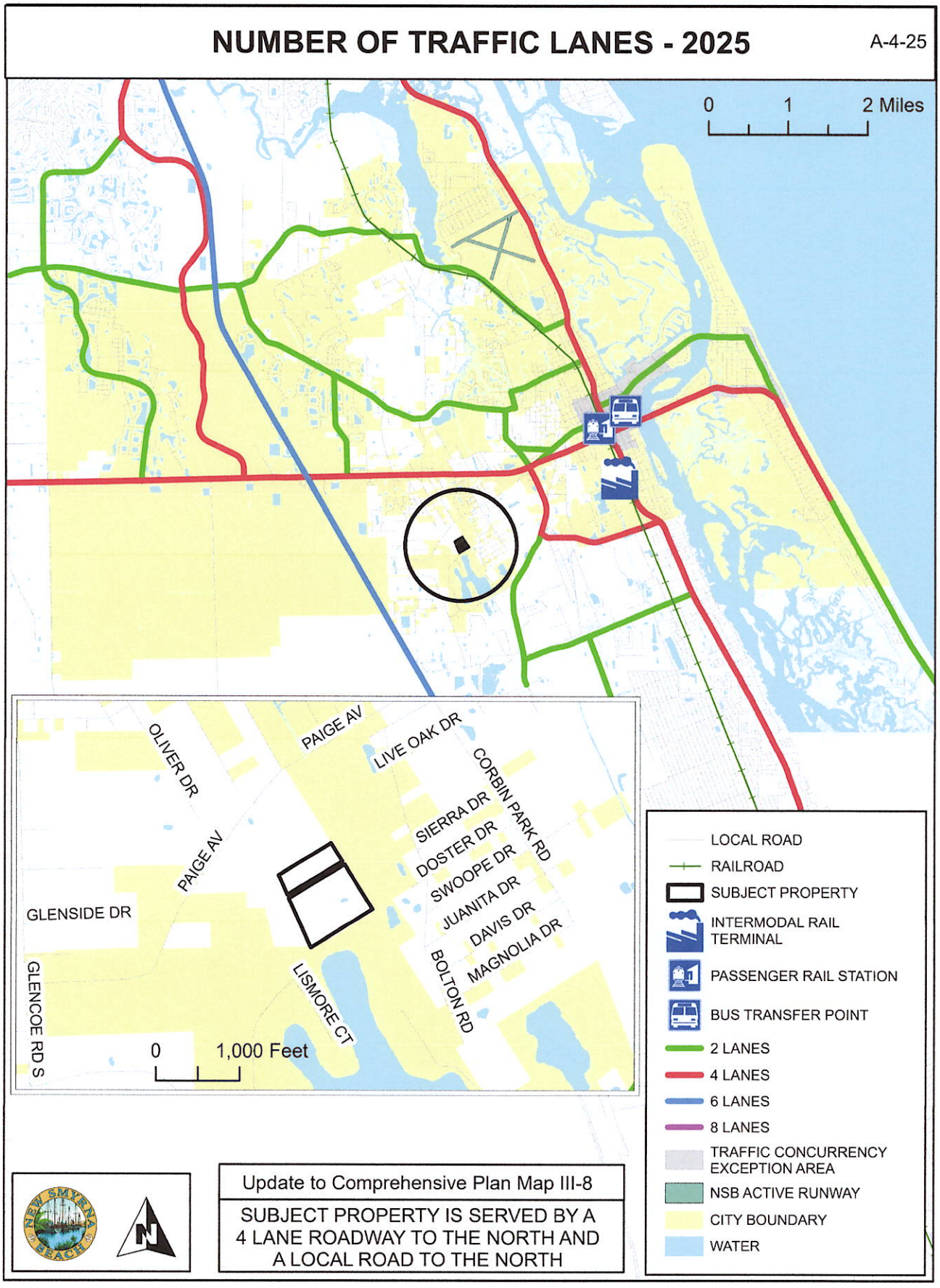

NUMBER OF TRAFFIC LANES - 2025
A-4-25
0 1 2 Miles
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENSIDE DR
GLENCOE RD S
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANES
4 LANES
6 LANES
8 LANES
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-8
SUBJECT PROPERTY IS SERVED BY A 4 LANE ROADWAY TO THE NORTH AND A LOCAL ROAD TO THE NORTH

EXHIBIT "M"

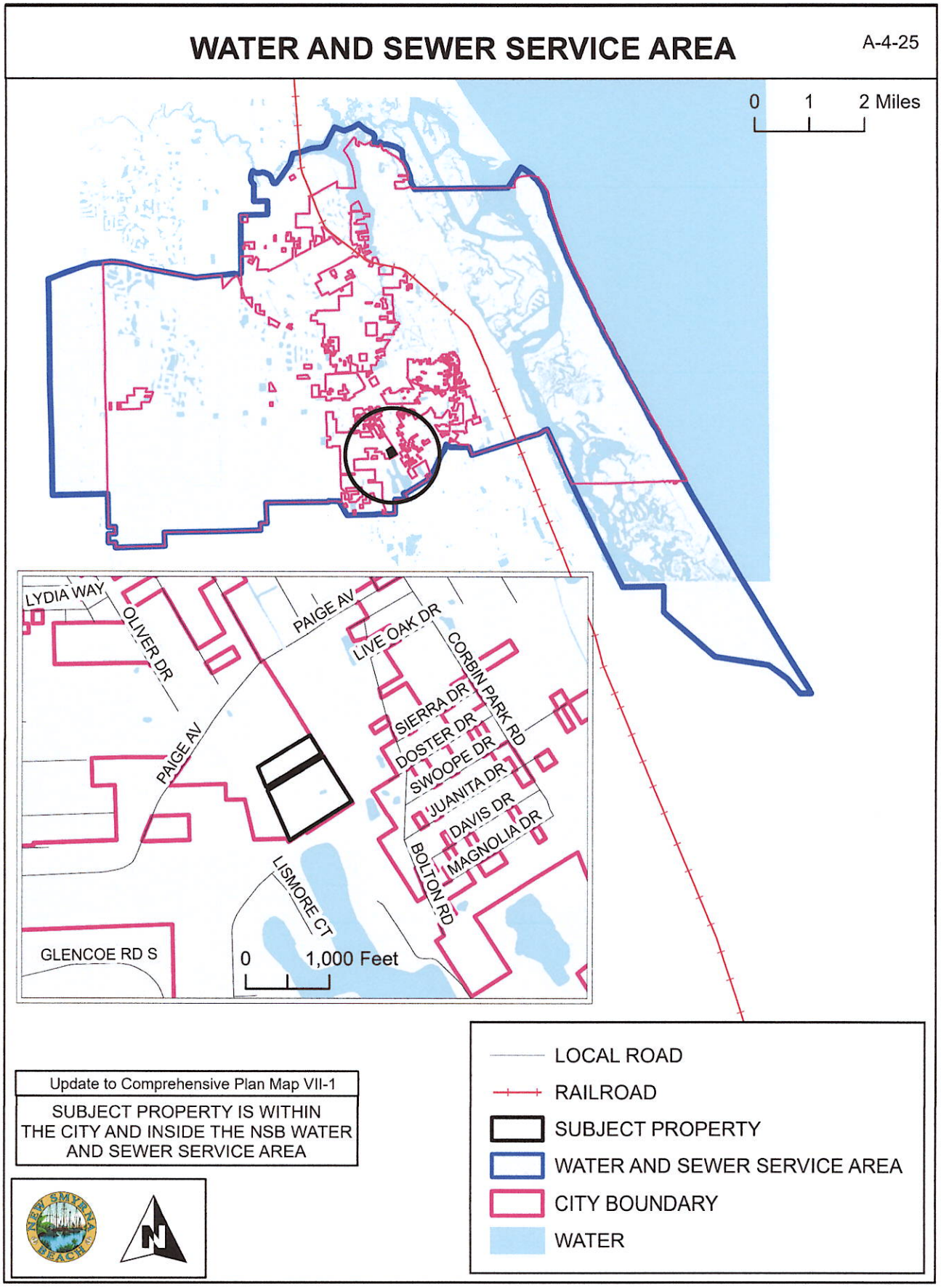

WATER AND SEWER SERVICE AREA
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
0 1,000 Feet
Update to Comprehensive Plan Map VII-1
SUBJECT PROPERTY IS WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
WATER AND SEWER SERVICE AREA
CITY BOUNDARY
WATER

EXHIBIT "N"

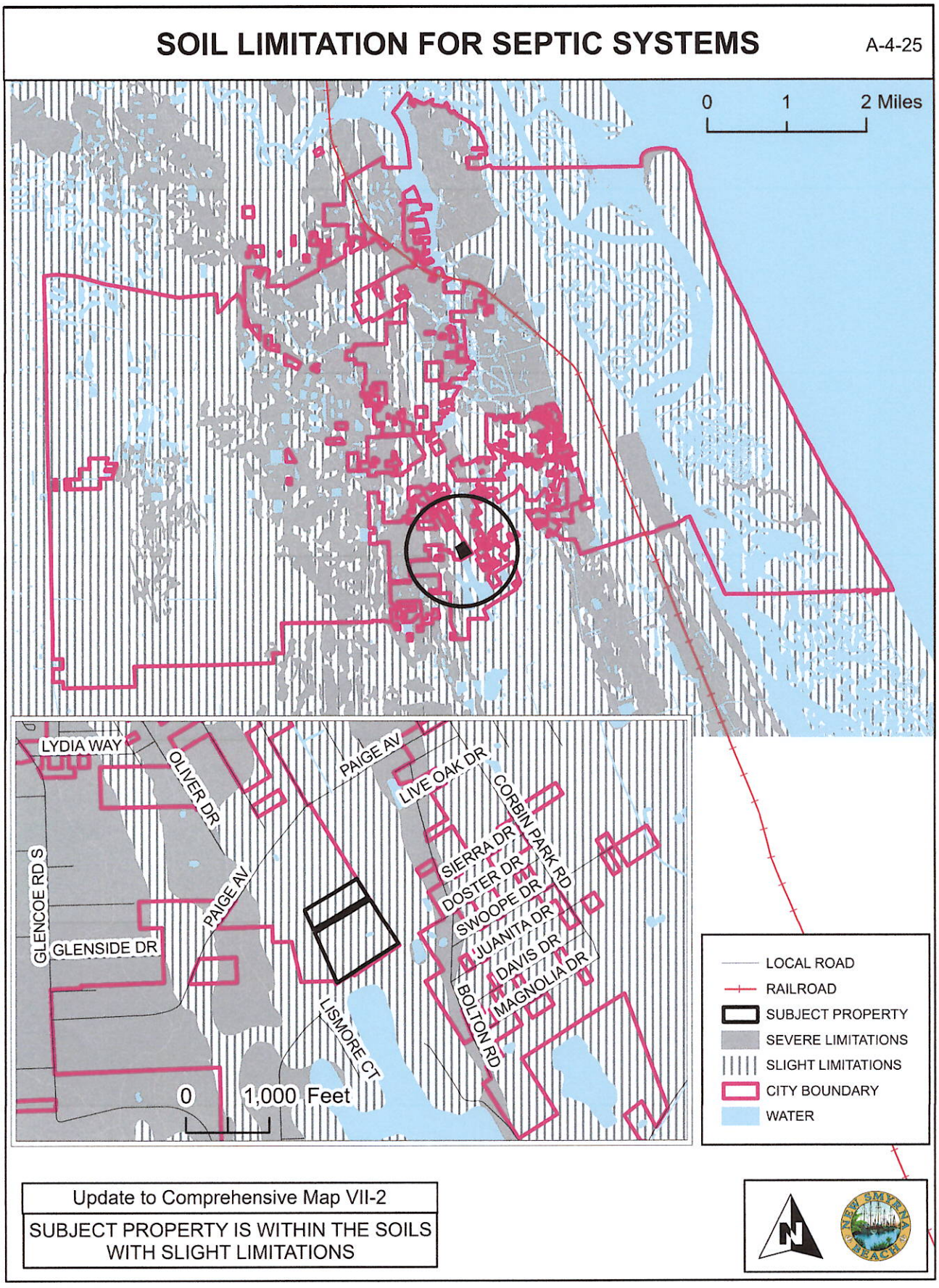

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-4-25
0
1
2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
GLENCOE RD S
GLENSIDE DR
PAIGE AV
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTY IS WITHIN THE SOILS WITH SLIGHT LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

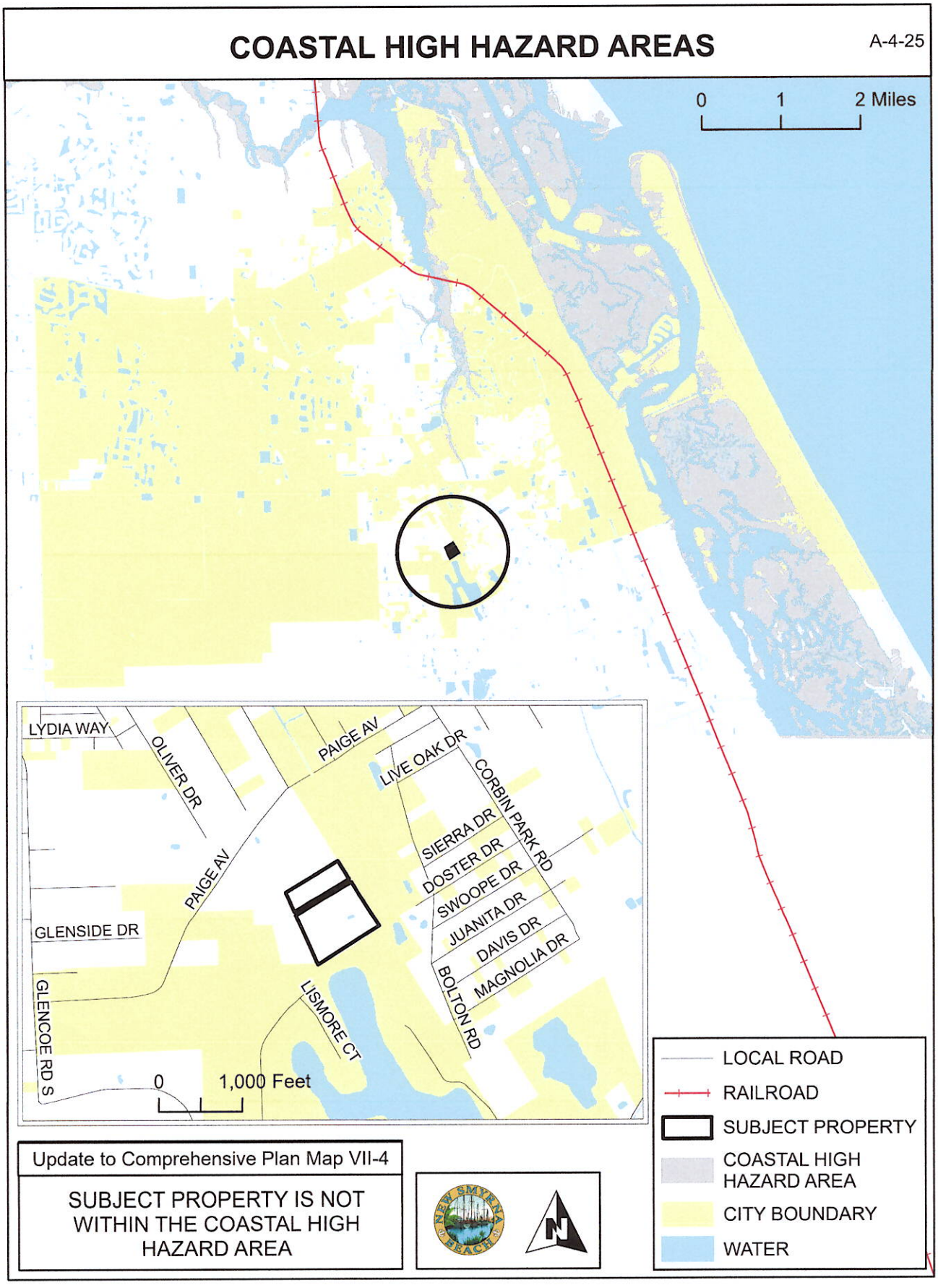
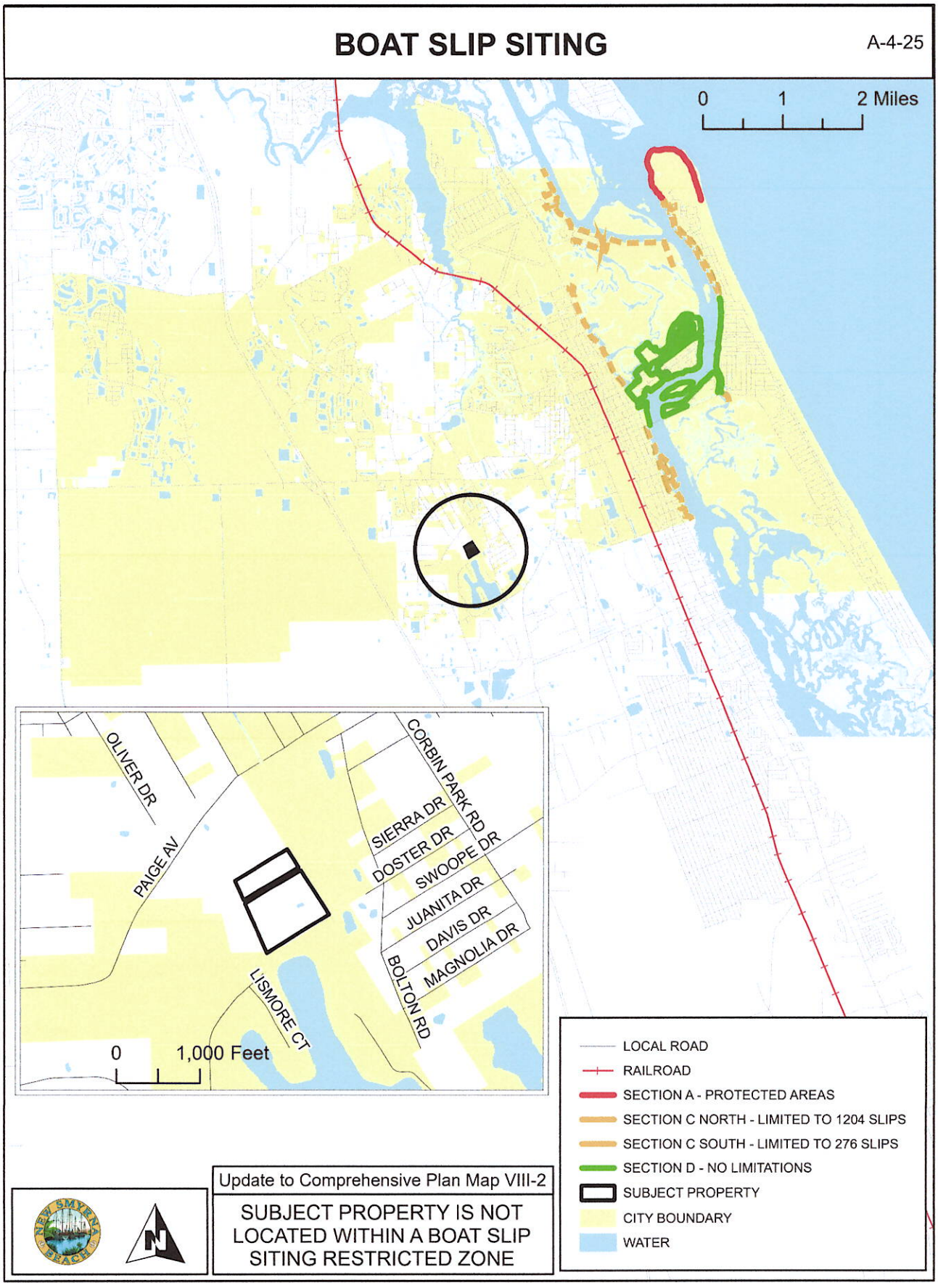
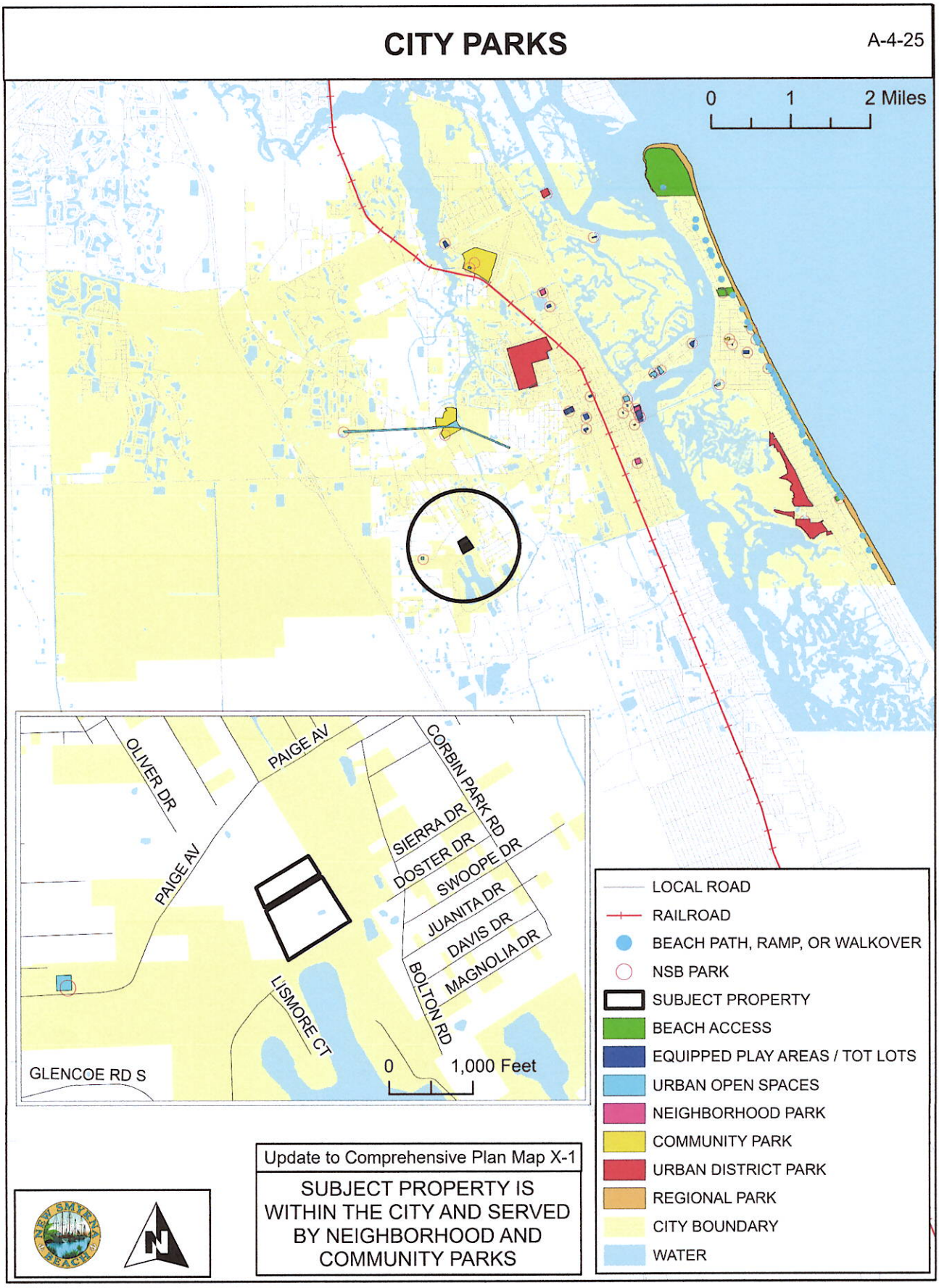
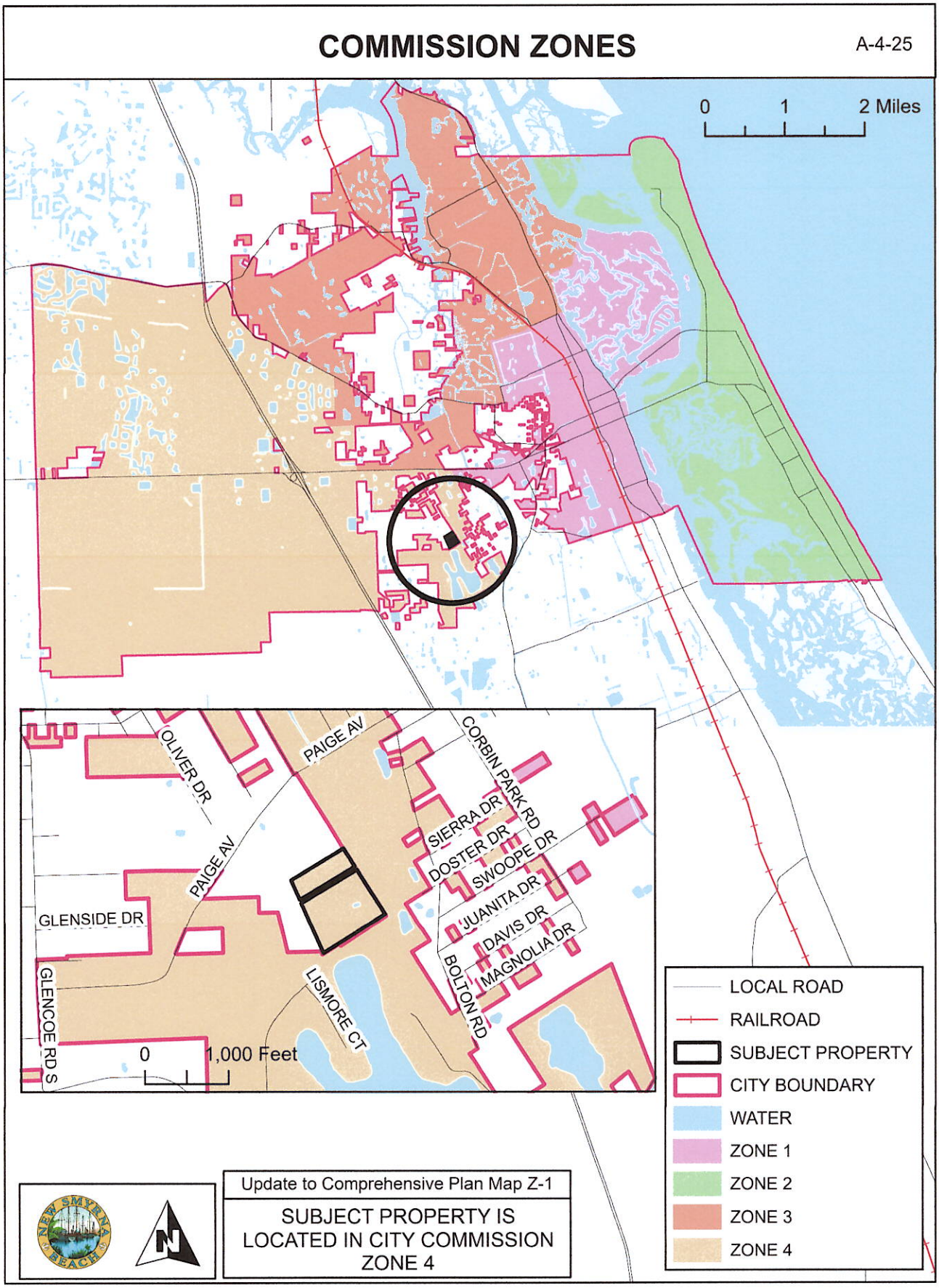

COASTAL HIGH HAZARD AREAS
A-4-25
0 1 2 Miles
LYDIA WAY
OLIVER DR
PAIGE AV
LIVE OAK DR
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTY IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"


BOAT SLIP SITING
A-4-25
0
1
2 Miles
OLIVER DR
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTY IS NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE


CITY PARKS
A-4-25
0
1
2 Miles
OLIVER DR
PAIGE AV
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
LISMORE CT
GLENCOE RD S
0
1,000 Feet
LOCAL ROAD
RAILROAD
BEACH PATH, RAMP, OR WALKOVER
NSB PARK
SUBJECT PROPERTY
BEACH ACCESS
EQUIPPED PLAY AREAS / TOT LOTS
URBAN OPEN SPACES
NEIGHBORHOOD PARK
COMMUNITY PARK
URBAN DISTRICT PARK
REGIONAL PARK
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map X-1
SUBJECT PROPERTY IS WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS


COMMISSION ZONES
A-4-25
0
1
2 Miles
OLIVER DR
PAIGE AV
CORBIN PARK RD
SIERRA DR
DOSTER DR
SWOOPE DR
JUANITA DR
DAVIS DR
MAGNOLIA DR
BOLTON RD
PAIGE AV
GLENSIDE DR
GLENCOE RD S
LISMORE CT
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTY IS LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 27-25: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND QUASI-JUDICIAL HEARING, WOULD REZONE APPROXIMATELY 17.5 ± ACRES OF LAND LOCATED AT 2350 PAIGE AVENUE TO CITY CONSERVATION AS PART OF AN OVERALL ANNEXATION APPLICATION.

May 13, 2025

Background:

Applicant: Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168

Request: Rezoning:

- **From:** Volusia County zoning designations of R-3 and R-3(1), Urban Single Family Residential with an "A" attached for Airport Height Notification Zone.
- **To:** City zoning designation of Conservation with an "A" attached for Airport Height Notification Zone.

Site Information:

- **Size:** 17.5 ± acres
- **Location:** South of Paige Avenue, west of Corbin Park Road.

Tax I.D. Number: 7343-06-00-0980

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was

also approved by the County on May 2, 2013. A new agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Paige Avenue is un-developed. A location map is attached as **Exhibit A** and an aerial map is attached as **Exhibit B**.

The existing Volusia County zoning designation of the subject property is shown on the following map as **Exhibit C**. The current zoning text description for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use and zoning designations that would be as similar as possible to existing County designations. In this case, the city will assign a Conservation Future Land Use and a Conservation zoning since this property was purchased by the city under the Turnbull Creek Watershed Preservation Project. The existing County Future Land Use category is Urban Low Intensity and Low Impact Urban. The existing County zoning designations are R-3 and R-3(1), Urban Single Family Residential. The proposed City FLU designation is Conservation. The proposed City zoning designation is Conservation. A text description of the proposed City Conservation zoning, and a map of the proposed changes are attached as **Exhibits F** and **G**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Paige Avenue is un-developed with no increased density proposed for this property. Therefore, staff did not prepare a concurrency analysis table for this case.

The ISBA map is attached as **Exhibit H**. The legal description and Special Warranty Deed are attached as **Exhibits I** and **J**. A declaration of Restricted Covenant is attached as **Exhibit K**.

The City of New Smyrna Beach purchased this property for conservation.

Recommendations:

At its regular scheduled meeting on April 7, 2025, the Planning and Zoning Board voted, 5-0, to give a positive recommendation to the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

The planning Department recommends the City Commission to **approve** the requested rezoning to City Conservation with an "A" attached for Airport Height Notification Zone as part of an overall annexation application.

Fiscal Analysis:
N/A

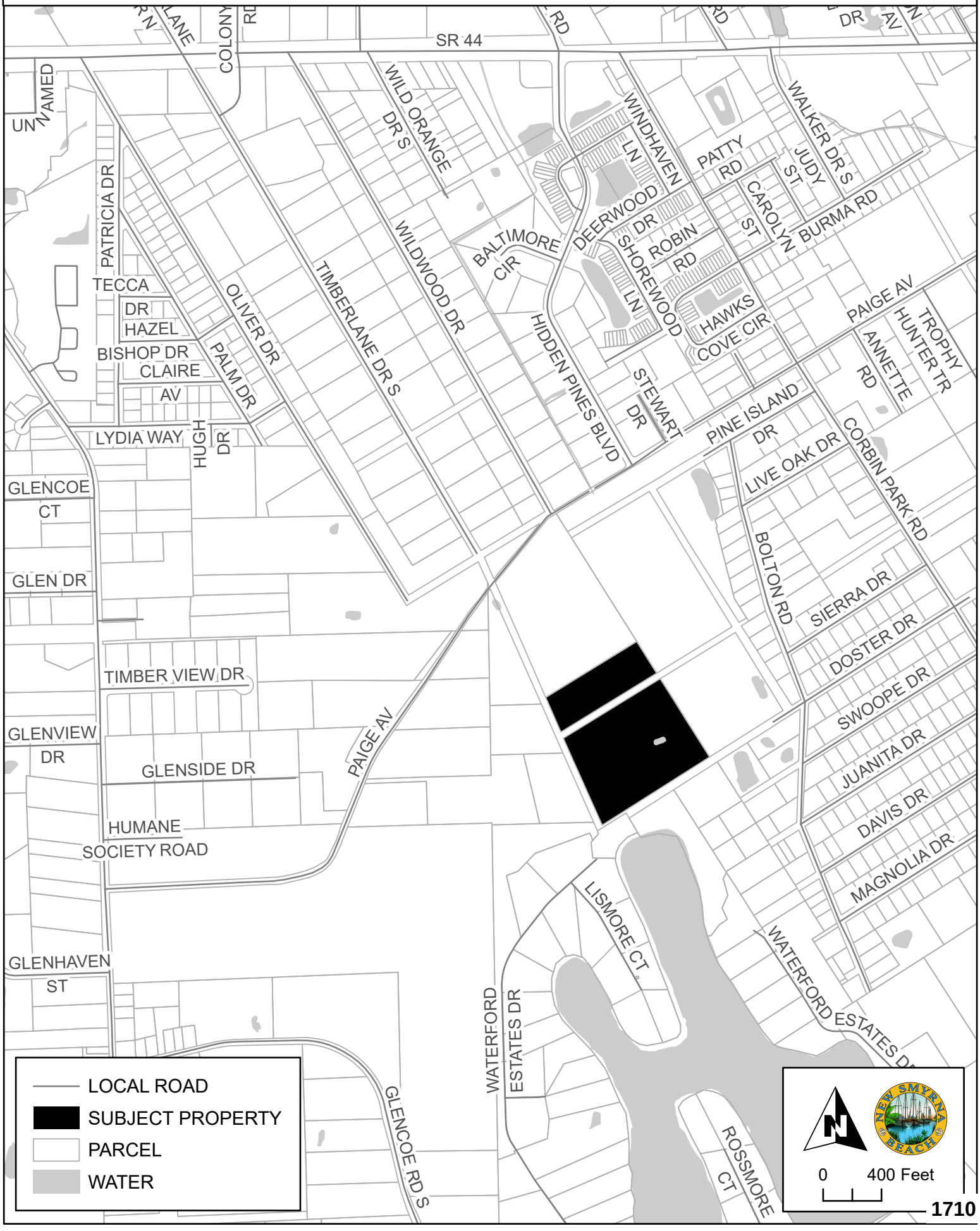
Strategic Plan Item:
Yes

Staff Report Created By: Robert Mathen - Senior Planner

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Zoning Map.pdf
Exhibit D County R-3 Zoning Text.pdf
Exhibit E Existing Land Use Map.pdf
Exhibit F City Conservation Zoning Text.pdf
Exhibit G Proposed Zoning Map.pdf
Exhibit H Interlocal Service Boundary Agreement Map.pdf
Exhibit I Legal Description.pdf
Exhibit J Special Warranty Deed.pdf
Exhibit K Dedication to Public Use.pdf
Business Impact Estimate - Ord 27-25 2350 Paige Ave.pdf
Ord 27-25 Rezoning 2350 Paige Ave.pdf

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 LOCATION MAP



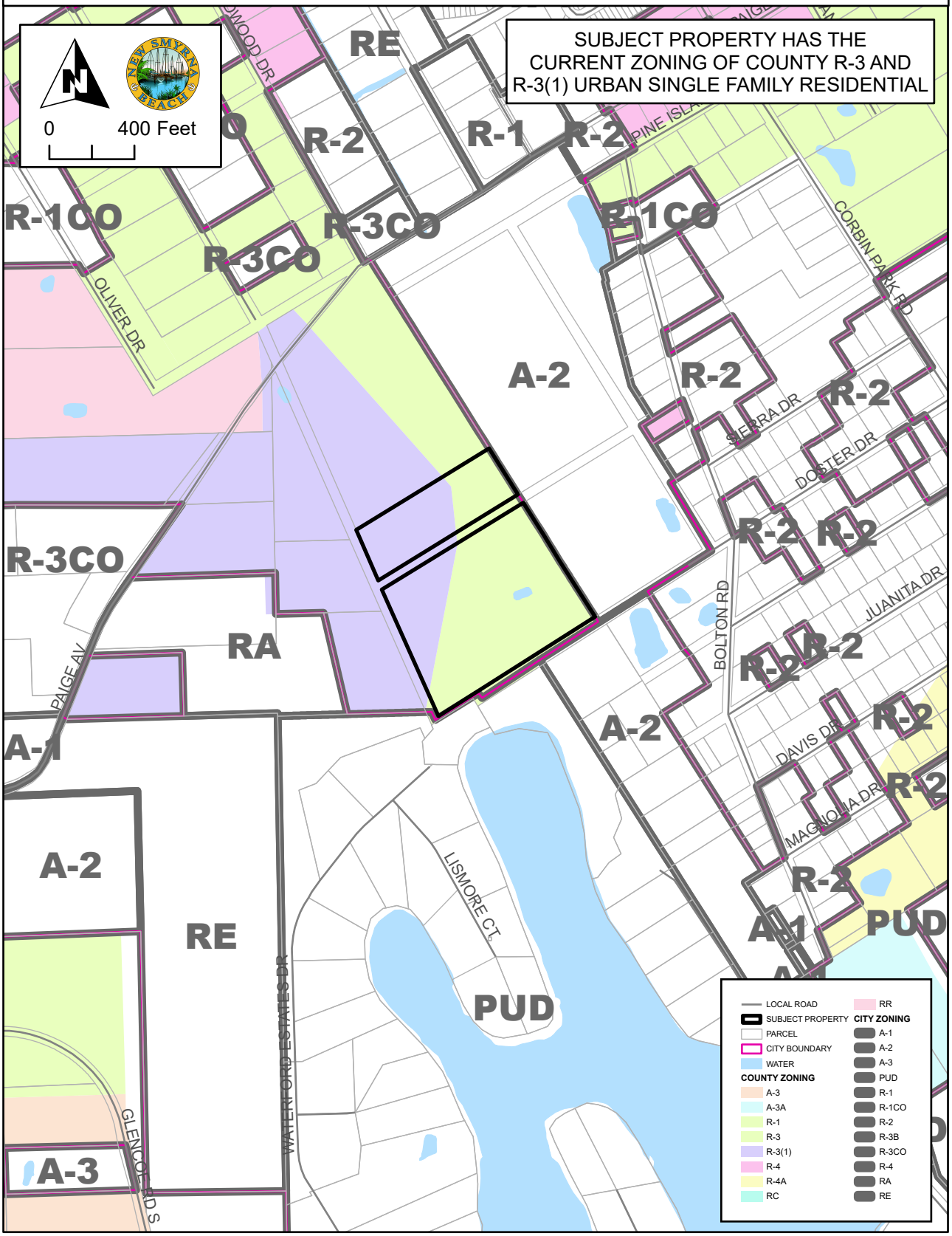
1710

A-4-25: 2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980 AERIAL MAP



EXISTING ZONING

A-4-25



R-3 URBAN SINGLE-FAMILY

RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-3 Urban Single-Family Residential Classification, is to provide medium-low-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structure: In the R-3 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to section 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).

Fire stations.

Home-based business (refer to section 72-283).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article.

Bed and breakfast (refer to subsection 72-293(19)).

Cemeteries (refer to subsection 72-293(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection 72-293(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection 72-306(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Off-street parking areas (refer to subsection 72-293(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection 72-293(1)).

Recreational areas (refer to subsection 72-293(3)).

Schools, parochial or private (refer to subsection 72-293(4)).

Dimensional requirements:

Minimum lot size:

Area: 10,000 square feet.

Width: 85 feet.

Minimum yard size:

Front yard: 30 feet.

Rear yard: 20 feet.

Side yard: 20 feet combined, minimum of eight feet on any one side.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

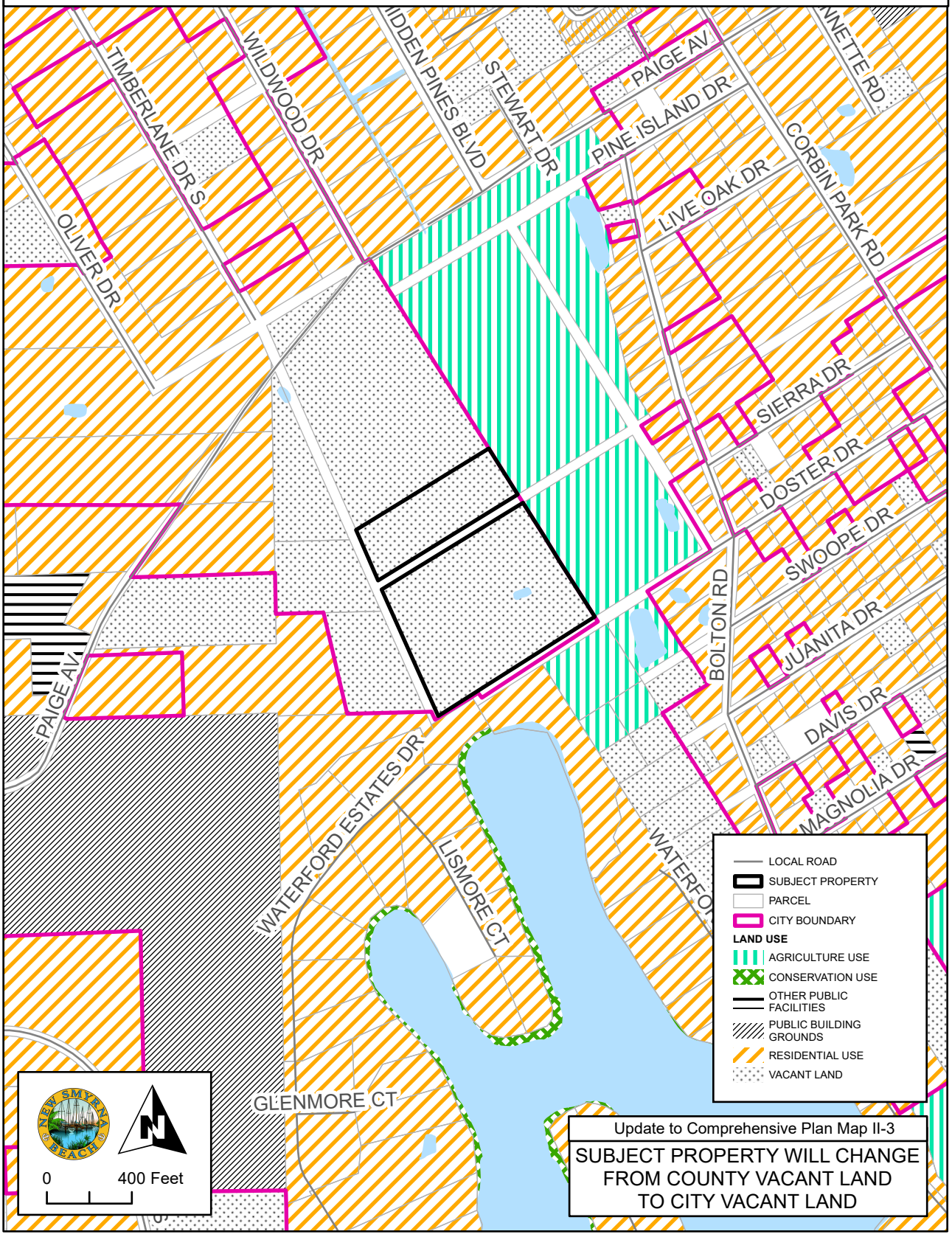
Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 1,000 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections 72-286 and 72-287 shall be constructed.

EXISTING LAND USE DESIGNATIONS

A-4-25



C, CONSERVATION DISTRICT

Intent. The C, Conservation District, is designed to:

(1) Protect persons and private property from the hazards of flood water inundation and to protect the community from costs which are incurred when urban development occurs in flood plains; and
(2) Conserve important natural and historic resources for ecological purposes and for the enjoyment and education of future residents.

Permitted uses.

Fishing and picnicking
Nature trails and exhibits
Park ranger residence, State of Florida or Volusia County. The structure may be occupied by only one State of Florida or Volusia County Park Ranger and his family. Said ranger must be a state certified law enforcement officer. The structure shall be built in accordance with the requirements of the R-2, Single-Family Residential District in this LDR.
Public and private parks
Public utility lines and utility facilities
Silvicultural operations which follow state-prescribed best management practices

Permitted accessory uses.

Incidental uses
Recreation facilities related to the permitted uses

Special exceptions.

Fishing, hunting or nonprofit organizations camps
Riding stables

Dimensional requirements.

Minimum lot size.
Area: 20,000 square feet
Depth: 200 feet
Width: 100 feet
Minimum yard size.
Front yard: 40 feet, or as required per [sub]section 504.01M. of this LDR
Rear yard: 30 feet
Side yard: Ten feet

Minimum setback from wetlands.
Any jurisdictional wetland line: 25 feet towards upland

Maximum building coverage. The total area covered with buildings on any lot shall not exceed 30 percent of the total lot area.

Maximum impervious coverage. The total area covered with impervious materials on any lot shall not exceed 35 percent of the total lot area.

Maximum principal building height. 35 feet above finished grade.

Landscaping. Landscaped buffer area(s) as defined in this LDR shall be required at property lines as follows:

(1) All front property lines; and
(2) Along side or rear lot line abutting a residentially zoned lot.

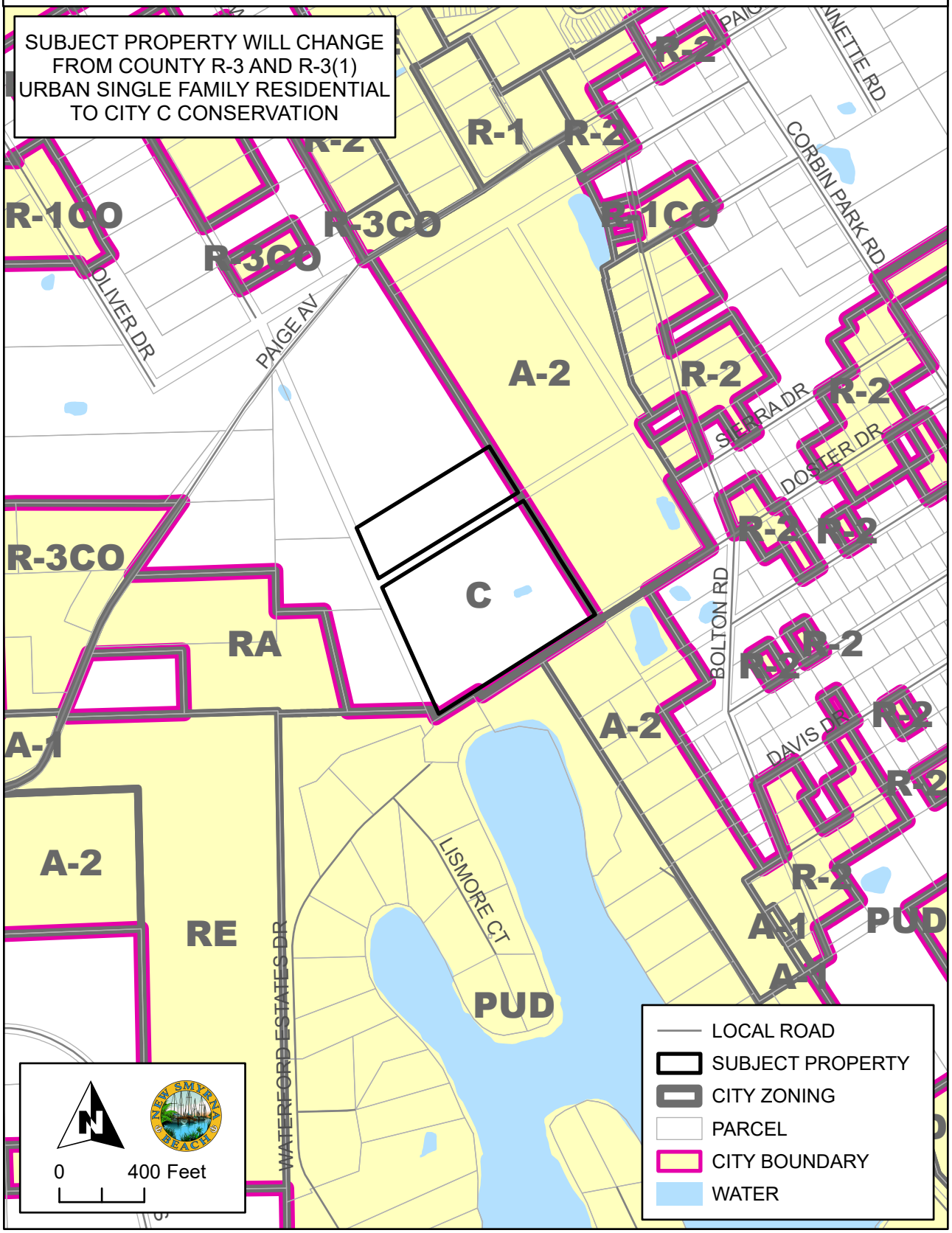
Visibility at intersections. Visibility at intersections shall be provided as required in this LDR.

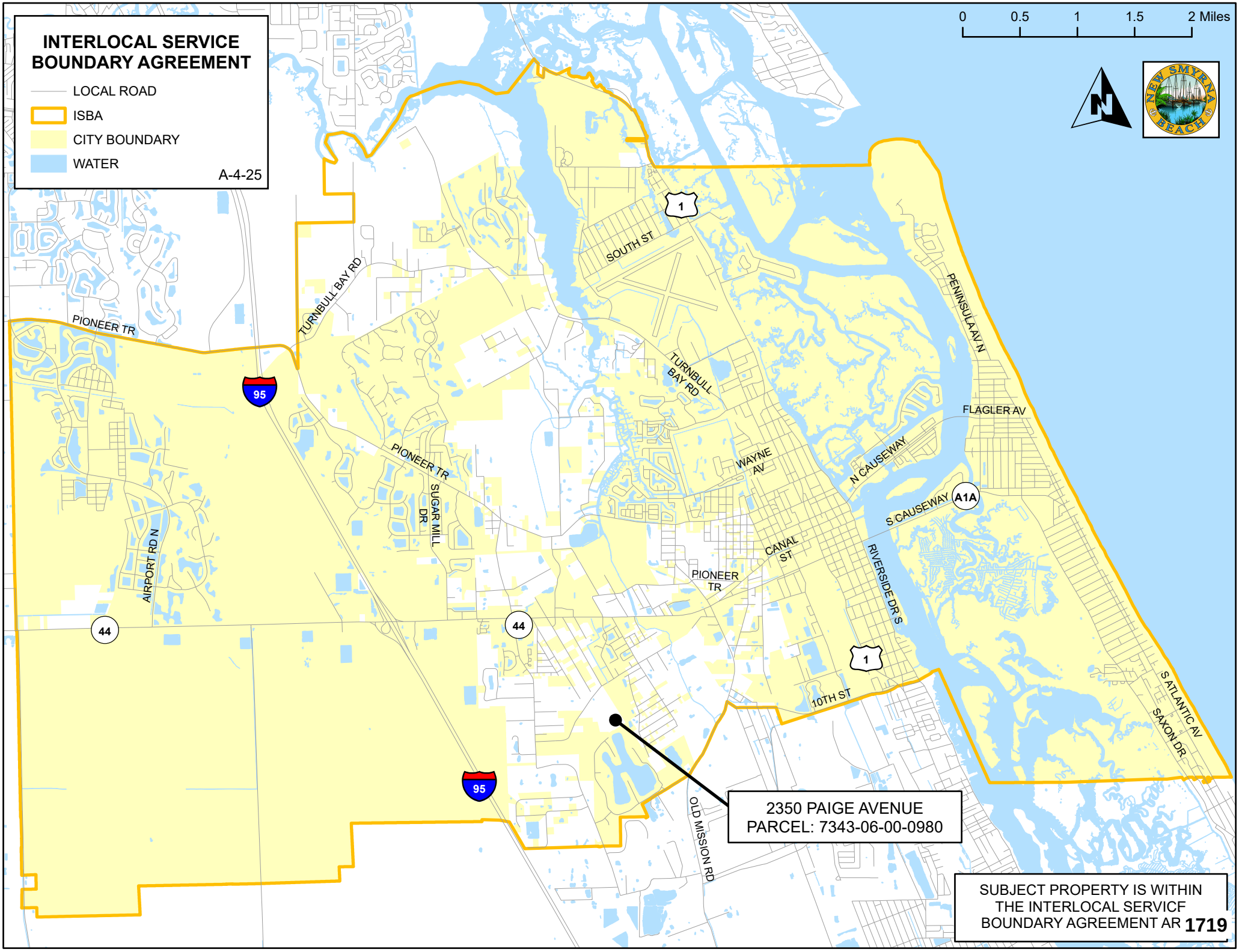
Off-street parking. Off-street parking shall be provided as required in this LDR.

Building projections. There shall be no building projections into any required yard except for eaves with a maximum projection of 42 inches, but no closer than five feet to a property line; and those structures allowed in [sub]section 804.03.

PROPOSED ZONING

A-4-25




INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-4-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
WAYNE AV
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
SUGAR MILL DR
AIRPORT RD N
OLD MISSION RD
95
44
1
2350 PAIGE AVENUE
PARCEL: 7343-06-00-0980
SUBJECT PROPERTY IS WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1719

LEGAL DESCRIPTION

Address:
2350 Paige Avenue, New Smyrna Beach, Florida 32168

Parcel Number
7343-06-00-0980

AltKey Number:
3732901

Metes and Bounds by Professional Title Agency

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Prepared by and Return To:
Arva Ferguson
Professional Title Agency, a division of LandCastle Title Group, LLC
136 Orchard St., Unit 1
Ormond Beach, FL 32174

Order No.: DB[redacted]

APN/Parcel ID(s): 734306000980
734306000820

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1-30-2025 by Platinum Lakes, LLC, a Florida limited liability company having its principal place of business at 424 Luna Bella Lane, Suite 112, New Smyrna Beach, FL 32168, hereinafter called the grantor, and City of New Smyrna Beach whose post office address is 210 Sams Avenue, New Smyrna Beach, FL 32168, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all the certain land situated in County of Volusia, State of Florida, viz:

Parcel 1:

Lot 97, except the Northerly 416 feet (as measured along the East line), Block 26; and Lot 98, Block 33, DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida. TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

Parcel 2:

Lot 82 and the Northerly 416 feet (as measured along the East line) of Lot 97, Block 26; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

The Easterly 20 feet of said parcel is reserved as an easement for egress and ingress and utilities.

Subject to encumbrances, easements and restrictions of record and taxes accruing subsequently to 2024.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

SPECIAL WARRANTY DEED
(continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed, Sealed and Delivered in the presence of:

Witness Signature

Arva Ferguson
Print Name

Address: 126 N Orchard Street, Unit 1
Ormond Beach, FL 32174

Witness Signature

Tami Sturdevant
Print Name

Address: 136 N Orchard St #1
Ormond Beach, FL
32174

Platinum Lakes, LLC, a Florida limited liability company

BY: _____
Paul Rechichar, Manager

Address: 424 Luna Bella Lane, Suite 112
New Smyrna Beach, FL 32168

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of JAN, 2025, by Paul Rechichar, Manager of Platinum Lakes, LLC, a Florida limited liability company, to me known to be the person(s) described in or who has produced _____ as identification and who executed the foregoing instrument and he acknowledged that he executed the same.

NOTARY PUBLIC
My Commission Expires:

ARVA SUE FERGUSON
MY COMMISSION # HH 578902
EXPIRES: December 1, 2028

This instrument was prepared by:
Shey McCurdy, Esquire
Assistant City Attorney
New Smyrna Beach, FL 32168

Project Name: TURNBULL CREEK WATERSHED PRESERVATION PROJECT
Project Location Address: Vacant Land, more particularly described as "LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

Parcel ID(s): 734306000980

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE CONVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is made this 19th day of February, 2025, by the City of New Smyrna Beach ("Owner").

THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:

WHEREAS, this Owner is the sole owner in fee simple of certain real property ("Property") located in Volusia County, Florida which is legally describe as:

"LOT 97 EXC N 416 FT & LOT 98 DAUGHERTY'SSUB IN HULL &NAPIER GRANTS MB M PG 688 PER 2236 PG 0870 PER OR 5457 PG 1539 PER OR 5505 PG 0053 PER OR 7225 PG 0492"

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions; and

WHEREAS, the Owner make this DDRC to prevent adverse impacts to natural resources, fish and wildlife, and wetlands; and

WHEREAS, it is the purpose of this DDRC, and is the Owner's intent, to place restrictions, covenants and conditions on the Property to retain land or water areas in their natural conditions; and

WHEREAS, it is the purpose of this DDRC, to prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its natural conditions; and

NOW THEREFORE, the Owner hereby unconditionally and irrevocably declares and covenants that the property shall be held and subject to the restrictions and conditions as set forth

herein, that shall constitute a perpetual servitude on the Property, run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

I. DURATION AND APPLICABILITY

Duration. This DDRC begins upon the last date of the last signature on this document. It is the intention of the Owners that the restrictions contained in this DDRC shall run with the land and with the title to the Property in perpetuity and shall apply to and be binding upon and inure to the benefit of the successors and assigns of the Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

Applicability. Every provision of this DDRC that applies to the Owner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Property inconsistent with the purposes of this DDRC is prohibited. The Property shall be maintained in its natural, scenic and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this DDRC.

Except for activities that are permitted or required to help maintain the natural land and resources on the Property or any activity or modification that may be necessary to prevent any potential flooding in surrounding areas. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

c) Removing, destroying, or trimming trees, shrubs, or other vegetation, except:
   i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

   ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

c) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

d) Surface use except for purposes that permit the land or water area to remain predominantly in its natural or enhanced condition;

e) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

f) Acts or uses detrimental to such aforementioned retention of land or water areas; and

g) Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution, the Owner shall cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of Volusia County, Florida, within thirty (30) days of execution. The Owner will pay all fees and charges incurred in connection therewith.

IV. MISCELLANEOUS

Owner's Rights. The Owner, its successors and assigns, reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purposes of this DDRC. Passive recreational uses that are not contrary to the purpose of this Restrictive Covenant may be permitted.

Termination or Modification. This DDRC shall not be terminated or modified without an express unanimous vote by the City Commission of the City of New Smyrna Beach.

Entire Agreement. This instrument sets forth the entire agreement of this DDRC.

Severability. If any provision of this DDRC or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this DDRC shall not be affected thereby, as long as the purpose of the DDRC is preserved.

Terms and Restrictions. The Owner shall insert the terms and restrictions of this Declaration in any subsequent deed or other legal instrument by which Owner divests itself of any interest in the Property.

Binding Effect in Perpetuity. The terms, conditions, restrictions and purposes imposed with this DDRC shall be binding upon Owner and shall run in perpetuity with the Property.

Owner states that Owner is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this DDRC; all mortgages and liens on the Property, if any, have been subordinated to this DDRC; and that the owner has good right and lawful authority to make this DDRC.

IN WITNESS WHEREOF, the Owner hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

Witnesses:

Print Name: Phillip Veski

Print Name: Ronald R. Neibert

CITY OF NEW SMYRNA BEACH,
a Florida local government

By:

Print Name: KEVIN COUCH

Title: City Manager

Date: 2/18/2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Print Name: GRANT RAY

Date: 2/18/2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on this 15 day of February, 2025, by _____, Kevin Cowper, City Manager. He is personally known to me or who has produced in person as identification.

(SEAL)

Signature of Notary Public

Print Name: Tammy M. Kosorok

Commission No. HH 056990

My Commission Expires: 2/25/25

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 27-25 Rezoning 2350 Paige Ave.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 27-25 rezones property purchased by the City under the Turnbull Creek Preservation Referendum Bond to conservation.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No direct economic impact on private for-profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 27-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 17.5± ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF PAIGE AVENUE, WEST OF CORBIN PARK ROAD, ADDRESSED AS 2350 PAIGE AVENUE, FROM VOLUSIA COUNTY *R-3* AND *R-3(1) A, URBAN SINGLE-FAMILY RESIDENTIAL AIRPORT OVERLAY* TO CITY *C A, CONSERVATION AIRPORT OVERLAY* ZONING DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Cowper, City Manager, 210 Sams Avenue, New Smyrna Beach, Florida 32168, applicant on behalf of City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, property owner, has requested the annexation of 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue, from Volusia County *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *C A, Conservation Airport Overlay* zoning district; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on April 7, 2025, by a vote of 5-0, recommended that the City Commission approve the requested rezoning; and

WHEREAS, the City Commission finds that the requested rezoning is consistent with the City Comprehensive Plan; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to rezone said property as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the 17.5± acres of property generally located south of Paige Avenue, west of Corbin Park Road, addressed as 2350 Paige Avenue, in the City of New Smyrna Beach, Florida, said properties more particularly described as follows:

7343-06-00-0980
2350 Paige Avenue

Lot 97, except the Northerly 416 feet (as measured along the East line) Block 26; and Lot 98, Block 33; DOUGHERTY'S SUBDIVISION in the HULL AND NAPIER GRANTS, as per map in Deed Book "M", Page 688, Public Records of Volusia County, Florida.

TOGETHER WITH the right to use the following described road and utility easement: the Easterly 20 feet of Lot 82 and the Easterly 20 feet of the Northerly 416 feet of Lot 97, Block 26, said DOUGHERTY'S SUBDIVISION.

shall be and the same is hereby rezoned from Volusia *R-3* and *R-3(1) A, Urban Single-Family Residential Airport Overlay* to City *A, Conservation Airport Overlay* zoning district.

SECTION 2: ***Quasi-Judicial Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on May 27, 2025 at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, to consider the rezoning request in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision on the rezoning is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), Fla.Stat.

SECTION 3: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 4: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 6: ***Effective Date***. That this ordinance shall become effective THIRTY ONE (31) days following adoption of Ordinance No. 26-25, the Small Scale Comprehensive Plan Amendment for the subject property, by the City Commission unless a challenge is filed to said ordinance under §163.3187, F.S. In the event that Ordinance No. 26-25, the Small Scale Comprehensive Plan Amendment, is challenged this ordinance shall become effective upon the state land planning agency or the Administration Commission, respectively, issuing a final order determining that the adopted small scale development amendment is in compliance.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Date: 5/5/2025

THE CITY OF NEW SMYRNA BEACH - CITY ATTORNEY'S OFFICE

ORDINANCE NO. 28-25: AUTHORIZING THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH TO ISSUANCE UP TO $130 MILLION IN UTILITIES SYSTEM REVENUE CERTIFICATES (BONDS).

May 13, 2025

Background:

In 2020, the Utilities Commission issued bonds for $65 million for capital improvements. Those funds were fully expended at the end of fiscal year 2024. The Utilities Commission seeks additional bond funding to continue the execution of its 10-year CIP and Strategic Modernization Projects, in an amount not to exceed $130,000,000.

Findings:

The Utilities Commission adopted Resolution No. 2025-01 at its April 28, 2025 meeting, authorizing the issuance of revenue bonds in an amount not to exceed $130 million to continue its capital improvements. In accordance with City Charter Section 8.15, prior to issuance, the City Commission must review and approve the issuance.

Fiscal Analysis:

No direct fiscal impact to the City.

Strategic Plan Item:

No

Staff Report Created By: Tracy London - Paralegal

Attachments:

UCNSBAI7-awLegalMemoReimbMemo 4-28-25(63591978.1).pdf
UCNSBResNo2025-01BondsAuthorizing 4-28-25(63591983.1).pdf
Business Impact Estimate - Ord 28-25 UC Bonds Issuance.pdf
Ord 28-25 UC Bonds Issuance.pdf

New Smyrna Beach ···UTILITIES···

BUDGET AMOUNT		$
PROJECT APPROVAL AMOUNT		$
CHANGE ORDER REQUEST		$

AGENDA ITEM 7-a

☐ CONSENT ITEM **FOR MEETING OF:** April 28, 2025

☑ NEW BUSINESS **FROM:** General Manager-CEO

☐ OLD BUSINESS **SIGNATURE:** Efren Chavez

☐ _____ **EXHIBITS:** 1) Bond/Disclosure Counsel Memo and Proposed Resolution No. 2025-01 - Authorizing, Series 2025 Bonds; 2) Bond/Disclosure Counsel Memo and Proposed Reimbursement Resolution No. 2025-02

SUBJECT: Approval - Authorizing Resolution for Issuance of Utility System Improvement Revenue Bonds, Series 2025 and Tax-Exempt Reimbursement Resolution

SUMMARY:

PROJECT TYPE: GOVERNANCE ITEM — Bond Issuance and Reimbursement

FUNDING SOURCES: FY / ACCT N/A

As previously discussed during the March 25, 2024 Regular NSBUC Meeting, the initial Series 2020 Bond Issuance of $65 million in new capital dollars would be fully expended at the end of FY2024. Preparations for additional bond funding, to continue the execution of NSBU's approved 10-year CIP and Strategic Modernization Projects (for a 2025 bond issuance) commenced. The associated and required reports and assessments being completed by various consultants (compliant to Res. Nos. 2020-02 and 2021-03 and those necessary for a bond issuance) were approved during the following NSBUC Meeting held on April 22, 2024 (AI 7-a).

During today's meeting, staff is requesting NSBUC approval to proceed with approval of the 2025 Bond Issuance Authorizing Resolution (proposed Res. No. 2025-01) in an amount not to exceed $130,000,000. The authorizing resolution includes a request for the required Ordinance and approval by the City of New Smyrna Beach. G.C. Ramos and GM-CEO Chavez have notified the City Attorney and City Manager regarding this proposed NSBU bond issuance.

The second proposed Resolution was recommended by NSBU's Financial Advisor, preventative in nature. Due to market timing and potential necessary spending on capital plan expenditures, this will ensure reimbursement for certain capital improvement costs from the tax-exempt bond funding upon completion of issuance.

Further details of the Revenue Bonds will be presented to the Commission for approval in future NSBU Resolution(s).

RECOMMENDED ACTION:

A motion to approve NSBU Resolution No. 2025-01 - Authorizing Resolution for Issuance of Utility System Improvement Revenue Bonds, Series 2025, in a not-to-exceed amount of $130 million, with request for City of NSB approval via Ordinance, and also Resolution No. 2025-02 - Authorizing Reimbursement from Issuance of Tax-Exempt Debt for Certain CIP Costs, effective upon passage.

GM/CEO Efren Chavez

NOTE: AGENDA ITEMS SHOULD BE SUBMITTED TO GM-CEO OFFICE BY THE WEDNESDAY ONE WEEK PRIOR TO THE NEXT WEDNESDAY AGENDA PACKAGE RELEASE DATE.

MEMORANDUM

TO: Chairman and Commissioner of the Utilities Commission, City of New Smyrna Beach, Florida

FROM: Jennifer M. Taylor, Esq., GrayRobinson, P.A.

CC: Heather Ramos, Esq.

DATE: April 21, 2025

SUBJECT: Resolution Regarding Reimbursement of Project Costs from Tax-Exempt Bond Issuance

Background

The Utilities Commission is proposing to undertake the acquisition and construction of strategic infrastructure improvements to its utility system (herein, the "Project") and to issue tax-exempt revenue bonds to finance the Project (herein the "Revenue Bonds"). Prior to the issuance of the Revenue Bonds, costs of the Project are expected to be paid by the Utilities Commission from its Revenue Fund.

Section 148(f) of the Internal Revenue Code and related Treasury Regulations provide that, if the Utilities Commission desires to preserve its ability to reimburse such expenditures from the proceeds of the Revenue Bonds, once issued, the Utilities Commission must declare its intent to make such reimbursement not later than sixty (60) days from the date of the original expenditures.

Current Action

The resolution presented for Commission contains an official declaration of intent by the Commission to reimburse expenditures for the Project from the proceeds of the Revenue Bonds, once issued, in accordance with Section 148(f) of the Internal Revenue Code. The resolution does not obligate the Commission to make such expenditures or to issue the Revenue Bonds. Deviations from the description of the Project as contained in the resolution are permitted, provided such deviations are reasonably related to the Project as described.

Future Action

Resolutions are expected to be presented to the Commission in the future to authorize the issuance of the Revenue Bonds and also approve the forms of the related documents for marketing and sale thereof.

RESOLUTION NO. 2025-01

A RESOLUTION AUTHORIZING ISSUANCE OF THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2025, IN AN AMOUNT NOT TO EXCEED $130,000,000 TO FINANCE OR REIMBURSE THE COSTS OF THE ACQUISITION AND CONSTRUCTION OF ADDITIONS AND IMPROVEMENTS TO THE UTILITY SYSTEM; PROVIDING FOR THE PAYMENT OF SUCH REVENUE BONDS FROM NET REVENUES FROM THE UTILITY SYSTEM; REQUESTING APPROVAL BY THE CITY OF NEW SMYRNA BEACH, FLORIDA; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA (the "Utilities Commission"), that:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 85-503, Laws of Florida, and other applicable provisions of law.

SECTION 2. DEFINITIONS. Unless the context otherwise requires, the terms defined in this resolution shall have the meanings specified in this Section. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Master Resolution" shall mean Resolution 2020-02, duly adopted by the Utilities Commission on March 23, 2020, as may be amended and supplemented from time to time, pursuant to which the Outstanding Revenue Bonds were issued, and as may be further supplemented with respect to the issuance of the Revenue Bonds.

"Net Revenues" shall have the meaning set forth in the Master Resolution.

"Outstanding Revenue Bonds" shall mean the Utilities Commission's outstanding Utility System Revenue Refunding Bonds, Series 2020.

"Project" shall mean the acquisition and construction of capital improvements to the utility facilities of the Utilities Commission, or the reimbursement of Project Costs therefor, substantially in accordance with the report, plans and specifications of the Utilities Commission heretofore filed or to be filed with the Utilities Commission, as such report, plans and specifications may be revised and amended from time to time upon the approval of the Utilities Commission.

"Project Costs" shall mean, but shall not necessarily be limited to: the cost of the acquisition and construction of the Project, and the construction and acquisition of additions, extensions and improvements thereto; the acquisition of any lands or interests therein or any other properties deemed necessary or convenient therefor; engineering, accounting and legal fees and expenses; expenses for plans, specifications and surveys; expenses for estimates of costs and of revenues; the fees of fiscal agents, financial advisors and consultants; administrative expenses; the

capitalization of interest on the Revenue Bonds for a reasonable period of time after the date of issuance thereof; discount upon the sale of the Revenue Bonds; the expenses and costs of issuance of the Revenue Bonds; such other expenses as may be necessary or incidental to the financing authorized by this Resolution, or to the Project and to the placing of the same in operation; and reimbursement to the Utilities Commission for any sums expended for the foregoing purposes.

"Revenue Bonds" means the Utility System Improvement Revenue Bonds, Series 2025, of the Utilities Commission herein authorized.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Utilities Commission now operates and maintains the Utility System and derives and will continue to derive revenues from rates, fees, rentals and other charges made and collected for the services of the Utility System.

B. The Utilities Commission has previously issued the Outstanding Revenue Bonds.

C. The Net Revenues pledged to the payment of the principal of and interest on the Revenue Bonds will be sufficient to pay the principal of and interest on all of the Revenue Bonds and the Outstanding Revenue Bonds and to make all reserve fund and other payments provided for in this resolution and the Master Resolution.

D. It is necessary and the best interests of the health, safety and welfare of the customers of the Utilities Commission and the inhabitants of the City of New Smyrna Beach that the Utilities Commission undertake the Project. The Utilities Commission is authorized pursuant to the provisions of the Act to undertake the Project.

E. The Utilities Commission is without adequate, currently available funds to pay the Project Costs, and it is necessary and desirable and in the best interests of the Utilities Commission that it borrow the money necessary to accomplish the financing of the Project.

F. The estimated funds needed for the Project shall be provided from proceeds derived from the sale of the Revenue Bonds and other funds of the Utilities Commission available therefor.

G. The Utilities Commission intends to issue the Revenue Bonds herein authorized as Additional Parity Obligations under the Master Resolution.

H. The Master Resolution provides for the issuance of Additional Parity Obligations under the terms, limitations and conditions provided therein, and by complying with the terms, limitations and conditions contained in the Master Resolution, on the date of delivery of the Revenue Bonds, the Utilities Commission will be legally entitled to issue the Revenue Bonds herein authorized as Additional Parity Obligations under the Master Resolution.

I. The principal of and interest on the Revenue Bonds and all required sinking fund and other payments shall be payable solely from the Net Revenues as provided herein and in the Master Resolution. Neither the Utilities Commission nor the City of New Smyrna Beach shall be required to levy ad valorem taxes on any property within its corporate territory to pay the principal of and interest on the Revenue Bonds or to make any of the required sinking fund, reserve or other

payments, and such Revenue Bonds shall not constitute a lien upon any property owned by or situated within the service territory of the Utilities Commission or situated within the corporate territory of the City of New Smyrna Beach.

SECTION 4. AUTHORIZATION OF PROJECT. The Project is hereby specifically authorized.

SECTION 5. AUTHORIZING OF REVENUE BONDS. Subject and pursuant to the provisions of this resolution and the Master Resolution, the issuance by the Utilities Commission of not exceeding $130,000,000 Utility System Improvement Revenue Bonds for the purposes above; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such other characteristics as shall be provided by subsequent resolution of the Utilities Commission, is hereby authorized. The Revenue Bonds may be issued in one or more series as shall be provided by such resolution.

SECTION 6. SECURITY FOR THE REVENUE BONDS. The Revenue Bonds shall be payable from and secured solely by a lien upon and pledge of the Net Revenues as provided in the Master Resolution and shall be entitled to all the protection and security provided therein for all obligations issued thereunder.

A. The Revenue Bonds shall not be or constitute general obligations or an indebtedness of the Utilities Commission or the City of New Smyrna Beach as "bonds" within the meaning of any constitutional, statutory, or charter provision or limitation, but shall be payable from and secured solely by a lien upon and pledge of the Net Revenues as provided in the Master Resolution. No Holder of the Revenue Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the City of New Smyrna Beach or taxation in any form of any property of or in the City of New Smyrna Beach or the Utilities Commission, other than the Net Revenues in the manner provided in the Master Resolution, or any property of or located within the boundaries of the City of New Smyrna Beach or the Utilities Commission's service territory, for payment of the Revenue Bonds or for the making of any payments under the Master Resolution, this resolution or the Revenue Bonds.

B. The Revenue Bonds may be secured by amounts or credit facilities in the Reserve Fund established under the Master Resolution if the Utilities Commission determines it necessary or desirable in connection with the sale of the Revenue Bonds and if so such amount or such facility shall be funded from the proceeds of the Revenue Bonds.

SECTION 7. REQUEST FOR APPROVAL OF CITY OF NEW SMYRNA BEACH. Pursuant to Article VIII, Section 8.15 of the City Charter of the City, the Utilities Commission hereby requests the City Commission to approve the issuance of the Revenue Bonds herein authorized.

SECTION 8. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this resolution are hereby repealed to the extent of such conflict.

SECTION 9. SEVERABILITY. In the event that any portion or section of this resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such

decision shall in no manner affect the remaining portions or sections of this resolution shall remain in full force and effect.

SECTION 10. EFFECTIVE DATE. This resolution shall take effect immediately upon its final passage and adoption.

[Remainder of page intentionally left blank.]

THE ABOVE AND FOREGOING RESOLUTION was introduced at a regular meeting of the Utilities Commission, City of New Smyrna Beach, Florida, held April 28, 2025, by Commissioner Smith, who moved for its adoption, which motion was seconded by Commissioner Kelly, and upon roll call vote of the Commission was as follows:

CHAIRMAN

VICE CHAIRMAN

SECY.-TREAS.

ASST. SECY.-TREAS.

COMMISSIONER

APPROVED:

CHAIRMAN

ATTEST:

SECRETARY-TREASURER

S E A L

Approved as to Form and Correctness:

UTILITIES COMMISSION ATTORNEY

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 28-25 Utilities Commission Bonds Issuance

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☑ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

ORD 28-25 authorizes the UC to issue bonds in accordance with the City Charter Sec 8.15

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None specific to private for-profit businesses. Rate payers may see an increase in rates.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None, except to the extent described above on businesses and individuals.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 28-25

AN ORDINANCE APPROVING THE ISSUANCE BY THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, OF UTILITY SYSTEM IMPROVEMENT REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $130,000,000; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utilities Commission, City of New Smyrna Beach, Florida (the "Utilities Commission") proposes to issue its Utility System Improvement Revenue Bonds, Series 2025 (herein, the "Revenue Bonds") in an aggregate amount of not exceeding $130,000,000 for the purpose of financing acquisition and construction of capital improvements to the utility facilities of the Utilities Commission (the "Project") and has requested the City Commission approve the issuance of such Revenue Bonds; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens of New Smyrna Beach to approve the issuance by the Utilities Commission of the Revenue Bonds.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Approval.*** That the issuance, sale and delivery by the Utilities Commission of the Revenue Bonds are hereby approved, the Revenue Bonds to be issued in an aggregate principal amount not to exceed $130,000,000 for the purpose of financing the costs of the Project, to bear interest at the rate per annum, to mature in such years and in such manner and at such times and place or places, to be issued in one or more series, and having such other details as shall be determined pursuant to a resolution of the Utilities Commission.

SECTION 2: ***No General Indebtedness.*** That the Revenue Bonds do not constitute a general indebtedness of the Utilities Commission or the City of New Smyrna Beach, Florida (the "City"), within the meaning of any constitutional, statutory or charter provision or limitation and the owners of the Revenue Bonds shall never have the right to require or compel the exercise of the ad valorem taxing power of the City, or the taxation of real property in the City or the application of any funds of the Utilities Commission (except the Net Revenues and other moneys and securities of the Utilities Commission pledged therefor) or the City, for the payment of the principal of and interest on the Revenue Bonds or the making of any sinking fund, reserve, or other payments therefor.

SECTION 3: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance was held May 27, 2025 in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional al by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/5/2025

ORD 28-25
Utilities Commission Bonds Issuance
First Reading: May 13, 2025
Public Hearing: May 27, 2025

50927588;3

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

BOARD NOTICE: THE PERSONNEL BOARD HAS FIVE (5) SEATS AVAILABLE FOR REAPPOINTMENT WHICH ARE SET TO EXPIRE ON MAY 1, 2025.

May 13, 2025

Background:

The Personnel Board was established under Chapter 59-1612 of the Personnel Policy of the City of New Smyrna Beach. Its primary function is to conduct hearings and review appeals.

The board is composed of five members, all of whom must be registered voters residing within the city. Each member serves a three-year term and may serve no more than two consecutive terms. The City Commission may waive this term limit by a majority vote. The board meets as required.

Findings:

Expectations and Responsibilities:

- Maintain fairness and impartiality in all appeal hearings.
- Uphold the integrity and confidentiality of the appeal process.
- Regularly attend scheduled meetings and hearings.
- Understand and apply relevant city personnel policies and procedures.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Personnel Board Roster_Redacted.pdf
New_Smyrna_Beach__FL_Code_of_Ordinances_-_Personnel_Board.pdf
Ordinance No 14-84.pdf
Tim Buko Application.pdf
Lori Hartman Application.pdf
Barbara Lutrell Application.pdf
Daniel Moran Application.pdf
Rose_Doug application.pdf

City of New Smyrna Beach, FL

Personnel Board

Board Roster

Barbara J Luttrell

1st Term Mar 08, 2022 - May 01, 2025

Email barbandmikee@aol.com
Home Phone Home: (386) 424-9272
Alternate Phone Mobile: (386) 847-0283
Address
102 Mary ave
New Smyrna beach, FL 32168

Appointing Authority City Commission

Lori J Hartman

1st Term Mar 08, 2022 - May 01, 2025

[redacted]@aol.com
Home Phone Home: [redacted]
Address
[redacted]

Appointing Authority City Commission

Douglas E Rose

1st Term Mar 08, 2022 - May 01, 2025

Email drose0811@gmail.com
Home Phone Home: (407) 595-3620
Address
4 Richmond Drive
New Smyrna Beach, FL 32169

Appointing Authority City Commission

Tim Buko

1st Term May 24, 2022 - May 01, 2025

Email bukotim@aol.com
Home Phone Mobile: (717) 203-5901
Alternate Phone Home: (717) 283-5901
Address
4229 Gull Cove
New Smyrna Beach, FL 32169

Appointing Authority City Commission

Daniel Moran

1st Term May 24, 2022 - May 01, 2025

Email dmoran@next-act.com

Home Phone Home: (518) 641-8968

Address
322 Trudgeon Drive
New Smyrna Beach, FL 32168

Appointing Authority City Commission

F. - Personnel Board.

The Personnel Board is hereinafter created as authorized in chapter 59-1612, personnel policy, of the 1959 Related Acts of the City of New Smyrna Beach.

To hold and conduct hearings involving appeals of disciplinary action against employees.

1. *Composition of the personnel board.* The five members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three years. Members shall serve no more than two consecutive terms and the City Commission may waive by the affirmative vote of three commissioners the limitation that no member shall serve more than two consecutive terms when the City Commission feels that it is in the best interest of the citizens of the City of New Smyrna Beach. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the Director of Human Resources shall serve as executive secretary to the board; the assistant to the Director of Human Resources shall serve as clerk to the board or as otherwise designated by the City Manager.
2. *Qualification.* Any qualified voter residing in the city is eligible for membership on the personnel board; provided, however, that no person who has been convicted of a crime involving moral turpitude shall be eligible to hold such office.
3. *Removal.* Members of the personnel board shall serve at the pleasure of the City Commission. In the event of resignation or death of a board member or his or her removal from office, the City Commission shall appoint a member to fill the unexpired term of office. A member of the board may be removed from office with respect to any appeal proceeding if sufficient facts are found which would impair the member's impartiality and fairness in an appeal proceeding. Such removal may be limited to the proceeding in which the conflict arises.
4. *Meeting.* The personnel board shall hold meetings at the call of the chairman, Director of Human Resources, and/or City Manager as may be required for the transaction of the business of the board or when deemed necessary and ordered by a majority vote of the City Commission. The Director of Human Resources shall be responsible for scheduling the meeting.

ORDINANCE NO. 14-84

AN ORDINANCE AMENDING THE NEW SMYRNA BEACH CODE OF ORDINANCES SECTION 22-12(3)(c)1. COMPOSITION OF THE PERSONNEL BOARD TO PROVIDE THAT MEMBERS SHALL SERVE NO MORE THAN TWO (2) CONSECUTIVE TERMS AND TO PROVIDE THAT THE CITY COMMISSION MAY WAIVE BY THE AFFIRMATIVE VOTE OF THREE (3) COMMISSIONERS THE LIMITATION THAT NO MEMBERS SHALL SERVE MORE THAN TWO (2) CONSECUTIVE TERMS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The New Smyrna Beach Code of Ordinances, Section 22-13(3)(c)1. presently reads as follows:

> Composition of the personnel board. The five (5) members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three (3) years except that in the initial setup of membership of the personnel board, one member shall be selected for a term of one year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years. On expiration of the term of membership for those initially sellected for one-year or two-year terms, their successors shall be selected for a full term of three (3) years. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the personnel officer shall serve as executive secreatary to the board; the secretary to the personnel officer shall serve as clerk to the board.

The New Smyrna Beach Code of Ordinances, Section 22-12(3)(c)1. is hereby amended to read as follows:

> Composition of the personnel board. The five (5) members of the personnel board shall be selected from the electorate of the city. Each member shall serve for a period of three (3) years except that in the initial setup of membership of the personnel board, one member shall be selected for a term of one (1) year, two (2) members for a term of two (2) years, and two (2) members for a term of three (3) years. On the expiration of the term of membership for those initially selected for one-year or two-year terms, their successors shall be selected for a full term of three (3) years. Members shall serve no more than two (2) consecutive terms and the City Commission may waive by the affirmative vote of three commissioners the limitation that no member shall serve more than two (2) consecutive terms when the City Commission feels that it is in the best interest of the citizens of the City of New Smyrna Beach. Members of the board shall select yearly from their own membership a chairman to serve at the pleasure of the board; the personnel officer shall serve as executive secretary to the board; the secretary to the personnel officer shall serve as clerk to the board.

SECTION 2: That all ordinances or parts thereof that are in conflict with this ordinance be and the same are hereby rescinded and repealed.

SECTION 3: That this ordinance shall be published by title only at least one time in a newspaper of general circulation in the City of New Smyrna Beach which said publication shall be at least ten (10) days prior to its final passage.

SECTION 4: That this ordinance shall take effect immediately upon its final passage as provided by law.

APPROVED AS TO FORM AND CORRECTNESS

Margaret T. Brewer

MARGARET T. BREWER, City Attorney

DATE: March 8, 1984

Ordinance No. 14-84 of the City of New Smyrna Beach, Florida was introduced before the City Commission at its Regular Meeting at the City Hall in said City on the 13th day of March A.D., 19 84 and read in full by title only. Motion was made by Commissioner Hill to approve Ordinance No. 14-84 ; which motion having been seconded by Commissioner Powell ; the vote thereon being as follows:

MAYOR GEORGE E. MUSSON	YES
VICE MAYOR MARY C. HILL	YES
COMMISSIONER JAMES D. POWELL	YES
COMMISSIONER DONALD G. WILLIAMS	YES
~~COMMISSIONER CHARLES E. BRICKLEY~~	

Whereupon, the Mayor did then declare the Ordinance No. 14-84 to be approved on first reading and Public Hearing to be held on April 10, 1984 .

Ordinance No. 14-84 was read in full by title only for the second time before the City Commission at its Regular Meeting at the City Hall, in the City of New Smyrna Beach, Florida on the 10th day of April A.D., 19 84 , and Commissioner Powell moved, seconded by Commissioner Trovato that Ordinance No. 14-84 be adopted as Introduced and read. A roll-call vote was ordered upon this motion and resulted as follows:

MAYOR GEORGE E. MUSSON	YES
VICE MAYOR DONALD G. WILLIAMS	NO
COMMISSIONER LOIS J. BRICKLEY	NO
COMMISSIONER RAYMOND R. TROVATO	YES
COMMISSIONER JAMES D. POWELL	YES

The Mayor then did declare the motion to pass Ordinance No. 14-84 was thereby enacted, as introduced and read.

The City Clerk was instructed to note the passage of Ordinanace No. 14-84 in the minutes of this meeting by its title only and to record the same in full, in the Ordinance Records of the City at the City Hall, in the City of New Smyrna Beach, Florida, this 11th day of April A.D., 19 84 , and has caused the Official Seal of said City to be here-unto affixed, for the purpose of authenticity and as is required by law.

George E. Musson
As Mayor of the
City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of
New Smyrna Beach, Florida

Boards & Commissions Application

Profile

Tim
First Name

Buko
Last Name

bukotim@aol.com
Email Address

4229 Gull Cove
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (717) 203-5901
Primary Phone

Home: (717) 283-5901
Alternate Phone

Which Boards would you like to apply for?

Golf Advisory Board: Submitted
Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

5 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

Central Dauphin

College(s)

Eastern Michigan University

Degrees held

BA

Resume.docx
Upload a Resume

Work Experience

Ford Motor Co
Employer

Retired
Job Title

Please describe your work experience, if any.

Personnel Manager. Labor Relations Manager Ford Motor - Various Personnel and labor Relations Positions 30 years; hourly, salary, benefits, recruitment, personnel planning, labor contract negotiations, overseas personnel

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Lions Club, Lancaster Pa. past president Served on Utilities Board, Strasburg, PA President Strasburg Lions Club

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I’m a regular golfer. Retired and looking for a chance to volunteer..."give back"

References

Name of Reference #1 (Please do not list current elected officials)

Kathie Eichenger

Address of Reference #1

631 E. 22nd Street, NSB 32169

Telephone Number of Reference #1

386-402-8221

Email address of reference #1

kathie32169@gmail.com

Nature of your relationship (business/personal).

Friend

Name of Reference #2 (Please do not list current elected officials)

Lan Lassiter

Address of Reference #2

Collado Real Estate, 105 N. Cooper Street 32169

Telephone Number of Reference #2

386-847-1559

Email Address of Reference #2

janlassiter@earthlink.net

Nature of your relationship (business/personal).

Business Real Estate

Name of Reference #3 (Please do not list current elected officials)

Ann Wilson

Address of Reference #3

156 Live Oak Court, NSB 32168

Telephone Number of Reference #3

352-209-9843

Email address of Reference #3

annushkah68@gmail.com

Nature of your relationship (business/personal).

Personal - cousin

Resume

Timothy F. Buko
919 E 1st Avenue, New Smyrna Beach, Fl 32169
(717) 283-5901

Education

Bachelor of Science Degree in Business Administration with a concentration in Human Resources and Labor Relations from Wayne State University, Detroit, Michigan

Work Experience

July 1966 – September 1967
Ford Motor Company -- Press Operator, Dearborn Stamping Plant

December 1967 – September 1969
The Flying Tiger Line -- Ramp Service Supervisor Detroit Metropolitan Airport, Ypsilanti, Michigan

September 1969 – January 2000
Ford Motor Company -- Started as an hourly employee at the Detroit Parts Depot and retired as a mid-level executive in Labor Relations and Human Resources. Lead local negotiations at several manufacturing plants and participated on the National Negotiations team for Ford in 1984 and 1996.

Ford experience included three years in Japan (1987 – 1990) as the Executive Director of Human Resource for Ford of Japan -- Responsible for all aspects of human resources including compensation, relocation and housing of ex-pats, employee relations, and insurance administration.

Also was Executive Director of Human Resources for Ford Hungary (1990 -1993) -- Responsible for all aspects of HR including recruitment of all employees, development of compensation and benefits system, and liaison with local government during the launch of a green field manufacturing site in Szekesfervar, Hungary.

January 2000 – October 2004
Labor Relations Consultant for the Visteon Corporation -- Consulted on plant local labor negotiations.

February 2007 – May 2011
Executive Director for the Lancaster County Business Group on Health, a non-profit affiliate of the Lancaster County Chamber of Commerce and Industry. Lancaster, Pennsylvania – Administered programs for 100+ member group, organized conferences/ forums on employer provided health care.

May 2011 – October 2018
Saint James Episcopal Church, Lancaster, PA -- Assistant to the Rector for Administration and Personnel -– Responsible for recruiting, compensation, employee relations, budget preparation, pension and health and life insurance administration (volunteer position – 15-20 hours per week).

Outside Interests

Collectible car restoration, home improvement projects, golf and reading (history and biographies).

Member Saint Peter the Fisherman Episcopal Church; the Porsche Club of America; and was a ten year member of the Strasburg (PA) Lions Club where I was Club President twice.

Boards & Commissions Application

Profile

Lori
First Name

Hartman
Last Name

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

10 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

John F Kennedy

College(s)

Seminole State

Degrees held

Associate Science Nursing

lori_resume.doc
Upload a Resume

Work Experience

Nephrology Associates of Central Florida
Employer

Director of Research
Job Title

Please describe your work experience, if any.

See Resume

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Church Ministries

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Now that I am retired from professional nursing, I am interested in utilizing my skills to volunteer in the community.

References

Name of Reference #1 (Please do not list current elected officials)

Larry Wertz

Address of Reference #1

383 Emerson Plaza Unit 1016 Altamonte Springs FL 32701

Telephone Number of Reference #1

4074928375

Email address of reference #1

Nature of your relationship (business/personal).

business/personal

Name of Reference #2 (Please do not list current elected officials)

Patty Ferdette MD

Address of Reference #2

1840 Waterford Estates Dr NSB FL 32168

Telephone Number of Reference #2

3866908086

Email Address of Reference #2

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Sharon Herbert

Address of Reference #3

431 Sweetbay NSB Fl. 32168

Telephone Number of Reference #3

3862355079

Email address of Reference #3

Nature of your relationship (business/personal).

personal

LORI J. HARTMAN

Summary of Qualifications

Highly motivated to exceed and excel. Ability to think logically and give direction in extreme circumstances. Effective leadership abilities. Strong communication skills.

Education

Seminole Community College
Sanford, Florida
A.S. Nursing, June 1985
Graduated Summa cum Laude

Greater Lawrence Regional Technical Institute
West Andover, Massachusetts
Practical Nurse Program Graduate

Professional Experience

2009 - 2012 Nephrology Associates Of Central Florida Orlando, Fl

Director of Clinical Research
Responsible for managing Clinical Research Department staff, assuring Good Clinical Practices as they apply to Research studies, ensuring that updates and changes in regulatory policies are maintained to ensure patient safety. Negotiating contracts for new studies and marketing the program regionally and nationally.

2005 – 2009 Dialysis Services of Central Florida Orlando, Fl

Area Manager / Director of Home Dialysis
Responsible for daily operations of multiple dialysis facilities in the central Florida area. Financially accountable for $30M in revenue, operating expenses and preparations of budgets. Made financial presentation to corporate executives and partnered physicians. Managed clinical managers and facility staff of up to 100 employees. Monitored facility to ensure compliance to state and federal regulations. Responsible for new facility openings. Implemented Human Resources policies and procedures.

2000 - 2005 Gambro Healthcare Orlando, Fl

Center Director

Responsible for daily management of financial performance and patient outcomes in the home peritoneal dialyses program. Ensuring compliance with Policies, Procedures and Guidelines of Gambro Healthcare, OSHA, CMS, and federal, state and local regulations. Serves as CKD educator.

1998 - 2000 Independent Renal Associates Orlando, Fl

Facility Administrator

Responsible for daily operations of multiple dialysis facilities in the central Florida area.
Areas of responsibility include new facility openings, monitor facilities to ensure compliance to state and federal regulations, personnel management and recruitment, administering cost containment strategies, overseeing transplant program and executing corporate policies.

1995 - 1998 Cobe Laboratories Lakewood, Co
1993 - 1994

Clinical Application Specialist

Responsibilities included in service education for hospitals and community blood centers, utilizing specific cell separation technology for therapeutic and donor procedures. Clinical as well as technological considerations were taught with the use of this technology. Other responsibilities include customer support for the United States and Canada. Providing and participating in workshops at national and regional meetings, and, at customer training classes every quarter in Colorado.

1994 – 1995 Central Florida Blood Bank Orlando, Fl

Director of Donor Services / Aphaeresis

Coordinated all aspects of Donor Services operations including the main collection center and branch facilities, mobiles, and Apheresis. Directed all donor and patient collections as well as therapeutic procedures. Operations status was 23 fixed locations, 13 mobiles, 3 portable equipment sets. Blood Bank was responsible for providing the blood supply for 14 counties and 39 hospitals.

Boards & Commissions Application

Profile

Barbara
First Name

Luttrell
Last Name

barbandmikee@aol.com
Email Address

102 Mary ave
Home Address

Suite or Apt

New Smyrna beach
City

FL
State

32168
Postal Code

Home: (386) 424-9272
Primary Phone

Mobile: (386) 847-0283
Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

19 yrs

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

College(s)

University of central florida

Degrees held

BSBA Juris Doctor, Stetson College of Law

Upload a Resume

Work Experience

Priority Healthcare
Employer

Vice President human Resources
Job Title

Please describe your work experience, if any.

VP Human Resources of pharmaceutical co. With 1,000 employees in multistate locations. Responsible for training managers, benefit administration, recruitment, compliance officer.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Volunteer at SE Volusia History Museum Volunteer at Atlantic Center for the Arts Member Artists Workshop

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I have experience and knowledge from prior work experience that I would like to use.

References

Name of Reference #1 (Please do not list current elected officials)

Mary Burzawa

Address of Reference #1

4389 Saxon Dr New Smyrna beach, fl

Telephone Number of Reference #1

386-689-9030

Email address of reference #1

Nsbrealtor@gmail.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

Bob Wiley

Address of Reference #2

100 East Cir New Smyrna Beach, fl 32169

Telephone Number of Reference #2

386-690-4200

Email Address of Reference #2

Text

Nature of your relationship (business/personal).

Personal

Name of Reference #3 (Please do not list current elected officials)

Bill Hasson

Address of Reference #3

119 Mary ave New Smyrna Beach, Fl 32168

Telephone Number of Reference #3

386-314-8608

Email address of Reference #3

Text

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Daniel
First Name

Moran
Last Name

dmoran@next-act.com
Email Address

322 Trudgeon Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (518) 641-8968
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

6 months FT; many years PT

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lanisgnburgh High School Troy NY

College(s)

State University of New York at Albany

Degrees held

Certified Behavioral Analyst, Career Counselor Civil Service Commissioner

Moran__Daniel_-_Resume.pdf
Upload a Resume

Work Experience

Please Refer To Resume
Employer

Please Refer To Resume
Job Title

Please describe your work experience, if any.

1988 - Present - President, Next-Act, a career counseling and executive consulting com 2002 - 2019 - Chairman, Rensselaer County Civil Service Commission, NY

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Member, Urban Cultural Park Commission, an economic development concern focused

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ○ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ○ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

This is my new home - we are here for life - and we love it. I want to help the community

References

Name of Reference #1 (Please do not list current elected officials)

Tina Galante

Address of Reference #1

Business Manager CRL Magazine 12 Avis Drive Latham NY

Telephone Number of Reference #1

(512) 210-7

Email address of reference #1

Nature of your relationship (business/personal).

Name of Reference #2 (Please do not list current elected officials)

John Barrett

Address of Reference #2

Belleview WA

Telephone Number of Reference #2

(206) 552-5466

Email Address of Reference #2

Nature of your relationship (business/personal).

Name of Reference #3 (Please do not list current elected officials)

Chris DelVecchio

Address of Reference #3

CEO/President MVP Healthcare Schenectady NY

Telephone Number of Reference #3

(518) 369-7723

Email address of Reference #3

Nature of your relationship (business/personal).

Boards & Commissions Application

Profile

Douglas
First Name

Rose
Last Name

drose0811@gmail.com
Email Address

4 Richmond Drive
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (407) 595-3620
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Personnel Board: Appointed

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

10.5 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lake Highland Preparatory

College(s)

University of Central Florida; Strayer University

Degrees held

BS - Finance (UCF) & MBA-Concentration Human Resources (Strayer University)

Rose_Doug_Resume_2022.docx
Upload a Resume

Work Experience

Retired
Employer

N/A
Job Title

Please describe your work experience, if any.

20 years at Aramark Corporation in Human Resources..Last position Region Human Resources Director Southeast Region. 5 years President of Service Improvement Solutions/ HR Answers, Consulting Businesses Currently, Retired

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Now being retired and not working long and intense weeks, I have to time to give back to my community. As a resident for almost 11 years now, I would like to see New Smyrna continue to be the best place to work and live. I was very fortunate to have mentors and leaders who assisted me during my working career. It is time to pay it forward as others have done.

References

Name of Reference #1 (Please do not list current elected officials)

Jim Yamauchi

Address of Reference #1

5352 Bowman Dr Winter Garden, FL 34787

Telephone Number of Reference #1

407-353-5942

Email address of reference #1

jsyama@aol.com

Nature of your relationship (business/personal).

Business & Personal

Name of Reference #2 (Please do not list current elected officials)

Cindy Campbell Taylor

Address of Reference #2

31 Ferrol Rd St. Augustine, FL 32084

Telephone Number of Reference #2

407-433-0021

Email Address of Reference #2

cindycampbelltaylor2@gmail.com

Nature of your relationship (business/personal).

Business & Personal

Name of Reference #3 (Please do not list current elected officials)

Randy Hayes

Address of Reference #3

3715 Zackira Ct Hampstad, MD 21074

Telephone Number of Reference #3

410-804-7417

Email address of Reference #3

randalh78@comcast.net

Nature of your relationship (business/personal).

Personal

Douglas (Doug) E. Rose

4 Richmond Drive 407-595-3620
New Smyrna Beach, Florida 32169 drose0811@gmail.com

EXPERIENCE

Service Improvement Solutions/HR Answers, New Smyrna Beach, Fl **2/2014 to 2020**
Business Consultant, President

Client: FACE Amusement, Johnson City Tennessee
Consulted on Human Resources Development, Talent Management, Performance Management, 5 Year Strategic Plan and Legal Matters

Client: I-Drive 360, Orlando Florida
Consulted on Human Resources infrastructure, Organizational Structure, Recruiting, Safety and Policies and Procedures

Client: Paddleboard Orlando, Orlando Florida
Conducted a business analysis to grow business 20% over prior year through introducing multi-revenue streams, marketing strategies to vacationing visitors and businesses, and creating a training program which increased PBO positioning to #1 of things to do in Orlando with Trip Advisor

Aramark Corporation, Philadelphia, Pennsylvania **1997 to 2014**
Human Resources Director, Business Dining – South Atlantic Territories 2006 to 2014

Strategically supported $300M businesses (Hospitality, Oil & Gas & Lodging Industry) with over 250 cafes and 19 conference centers representing 4,800 employees, driving outcomes to motivate, inspire and engage our Human Capital for enhanced performance outcomes.
Highlights:

- Successfully navigated the largest HR information system conversion in company history
- A2L College Recruiting Team
- Reduced Management and Hourly turnover respectively by 21% and 13%
- Recruited for a Global Healthcare and Higher Education background project team
- Executed Performance Appraisal initiative at 98% proficiency (Best in LOB)
- Drove 27% improvement to a 2.4 Safety OSHA rate (Best in Enterprise)

Sr. Human Resource Specialist - Walt Disney World Campus 1997 to 2006
Responsibilities include:
Expanded business from 20 cafes to 38 cafes across Walt Disney's campus

- Expanded business from 20 cafes to 38 cafes across Walt Disney's campus
- Recruited, developed and retained a team of 400 hourly and salaried employees
- Created Star Academy, a 14 class training curriculum for development of frontline employees

Walt Disney World, Orlando, Florida **1993 to 1997**
Restaurant Guest Service Manager
Responsibilities include:

- Manager of the Polynesian Luau dinner show with annual revenue of $20M
- Manager of Ohana's restaurant in the Polynesian resort with annual revenue of $12M

EDUCATION

University of Central Florida, BS, Finance **1982**
Strayer University, MBA, Human Resources **2010**

THE CITY OF NEW SMYRNA BEACH - CITY ATTORNEY'S OFFICE

LEGISLATIVE UPDATE

May 13, 2025

Background:

May 2nd was the 60th day of the Legislative session. Usually, this would be the last day the legislature meets. However, with budget negotiations in flux, the Legislature must continue its function until a budget can be agreed upon and sent to the Governor. The chambers released a resolution that extended session until **June 6th**. Both chambers of the Legislature will return to Tallahassee and continue session on May 12th. During the extension, only the bills specifically mentioned in the resolution will be heard. All other bills not heard, voted for, passed, and enrolled have been withdrawn from consideration.

Findings:

Extension of Session:

The Legislature will only consider the following measures:

1. Committee Substitute for Senate Bill 110 (rural communities)
2. Senate Bill 2500 (state appropriations)
3. Senate Bill 2502 (state appropriations - health care related)
4. Senate Bill 2504 (state employees collective bargaining)
5. Senate Bill 2506 (state appropriations - Natural Resources)
6. Senate Bill 2508 (state appropriations for more judges)
7. Senate Bill 2510 (education)
8. Senate Bill 2514 (state appropriations - Health and Human Services)
9. Senate Bill 7022 (state retirement)
10. Committee Substitute for Senate Bill 7030
11. House Bill 5013 (state funded property reinsurance programs)
12. House Bill 5015 (state group insurance)
13. House Bill 5203 (Capitol Center)
14. House Bill 5501 (distribution of documentary stamp taxes)
15. House Bill 7031 (reduce state sales tax)
16. Committee Substitute for House Bill 7033 (use and distribution of state taxes)
17. House Select Committee on Property Taxes

The following bills Failed:

Community Redevelopment Agencies – Failed

CS/CS/HB 991 and CS/SB 1242 sought to significantly limit and phase out Community Redevelopment Agencies (CRAs). The bills would have sunset CRAs, prohibited CRAs from initiating new projects or issuing new debt, and would have banned the creation of new CRAs after July 1, 2025.

Sovereign Immunity – Failed

CS/HB 301 and SB 1570 would have increased the statutory limits on liability for tort claims against the state and its agencies and subdivisions.

Property Tax Exemptions – Failed

HJR 357 was a proposed constitutional amendment that would have established a new $100,000 property tax exemption applicable to all properties in Florida, including those currently not eligible for homestead exemptions.

Utility Services – Failed

SB 1704 and CS/CS/HB 1523 capped municipal utility enterprise fund transfers and eliminated authority to impose a 25% surcharge for extraterritorial water and wastewater service.

Local Option Taxes – Failed

CS/CS/HB 1221 and CS/CS/SB 1664 proposed significant changes to the process for adopting and renewing local option taxes and surtaxes, which would have required voter approval via referendum rather than adoption by ordinance, with limited exceptions for previously authorized bond indebtedness.

Property Tax Benefits for Certain Residential Properties Subject to a Long-term Lease – Failed

CS/CS/HJR 1257 and CS/SJR 1510 proposed a constitutional amendment to extend homestead exemption benefits and assessment limitations to additional properties owned by homestead property owners that are leased for terms of six months or more to other persons. CS/CS/HB 1259 and CS/SB 1512 were the implementing bills.

Accessory Dwelling Units – Failed

CS/CS/CS/SB 184 and CS/CS/CS/HB 247 would have required local governments to allow accessory dwelling units (ADUs) by-right by December 1, 2025. The bills would have also required an ADU to be assessed separately for ad valorem tax purposes if the primary residence is homesteaded property.

Local Business Taxes – Failed

HB 503 and SB 1196 sought to cap cities' ability to generate revenue from Local Business Tax.

Stormwater Management Systems – Failed

CS/CS/SB 810 would have imposed new mandates on municipal separate storm sewer system entities by requiring them to conduct annual operation and maintenance inspections of all permitted stormwater management systems they own or operate. Some of the language of the bill related to inspections was incorporated into CS/CS/SB 180, however, the inspection requirements were significantly improved.

Homestead Exemptions – Failed

SB 1018 was the implementing bill for SJR 1016, which proposed to delete the school district property tax levy homestead exemption and increase the non-school property tax

levy exemption from $25,000 to $75,000.

Revisions to Statutes Related to Affordable Housing – Failed

HB 923 and SB 1594 revised current laws relating to the various ad valorem tax exemptions for projects providing affordable housing.

Building Permits for Single-Family Dwellings – Failed

CS/HB 1035 and CS/SB 1128 prevented single-family home building permits from expiring before the next update of the Florida Building Code and provided that permit applications in areas affected by a state of emergency within the past 24 months if certified by a licensed architect or engineer were to be deemed approved.

Land Use and Development Regulations – Failed

CS/SB 1118 and HB 1209 were broad growth management bills that would have reduced local government authority over land use and development regulations, favoring developers. A key concern for municipalities was the requirement for administrative approval of certain developments within agricultural enclaves, overriding any local prohibitions in the future land use map or comprehensive plan.

Development Permits and Orders – Failed

CS/CS/HB 579 and CS/SB 1080 revised timeframes for cities to process applications for approvals of development permits or development orders. The bills provided penalties to cities for failure to meet required permitting timeframes.

The following bills passed:

Department of Agriculture and Consumer Services – Passed

CS/CS/CS/HB 651 and CS/CS/CS/SB 700 are comprehensive legislation for several priorities of the Florida Department of Agriculture and Consumer Services (FDACS). Of note to municipalities, the bills prohibit the use of fluoride in a public water system.

Department of Transportation – Passed

CS/CS/CS/HB 567 and CS/CS/CS/SB 462 are comprehensive bills addressing the Florida Department of Transportation (FDOT). The bills provide that a publicly owned airport is prohibited from charging a landing fee established on or after January 1, 2025, for aircraft operations conducted by an accredited nonprofit institution located within the state that offers a four-year collegiate aviation program.

Affordable Housing – Passed

CS/CS/SB 1730 revises a myriad of land use policy provisions within the Live Local Act, including provisions relating to zoning eligibility and restrictions on height, density, and non-residential use. CS/CS/CS/HB 943, the House companion of the bill, did not pass.

Emergencies – Passed

CS/CS/CS/HB 1535 and CS/CS/SB 180 are comprehensive bills relating to emergency management that revise several disaster recovery procedures and expand training requirements for municipal emergency officials.

Recovery Residences – Passed

CS/CS/HB 1163 and CS/CS/CS/SB 954 require cities to allow the establishment of a recovery residence in districts zoned for multi-family use.

Utility Relocation- Passed

CS/HB 703 and CS/CS/CS/SB 818 create the Utility Relocation Reimbursement Grant

Program within the Department of Commerce to assist communications service providers with the cost of relocating utility infrastructure when required by local governments.

Transportation– Passed

CS/CS/CS/HB 1397 and CS/CS/CS/SB 1662 are comprehensive bills addressing transportation policy. The bills prevent municipalities from prohibiting or requiring a permit for the installation of a public sewer transmission line placed and maintained within and under publicly dedicated rights-of-way as part of a septic-to-sewer conversion where the work is being performed under certain state permits.

Fiscal Analysis:
N/A.

Strategic Plan Item:
No

Staff Report Created By: Tracy London - Paralegal